

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among (i) the United States of America, acting through the United States Department of Justice and on behalf of the Office of the Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS) (collectively, the United States), (ii) Landmark Diagnostics, LLC; Fountain Healthcare Services, LLC; First Choice Laboratory, LLC; Sonoran Desert Pathology Associates, LLC (collectively, the Hurt Entities); and Daniel M. Hurt (Hurt), and (iii) Robert Gerstein, Lauren Lau, and Ricardo Diaz of REMR Consulting, LLC (collectively, Relators), through their authorized representatives. Hereafter, the United States, Hurt, the Hurt Entities, and Relators are collectively referred to as “the Parties.”

RECITALS

A. Hurt is an individual residing in the State of Florida. At all relevant times herein, Hurt owned and/or controlled the Hurt Entities. Hurt has ownership interests in each of the Hurt Entities.

B. Fountain Healthcare Services, LLC (Fountain) is a Delaware limited liability company. At all relevant times herein, Fountain was a holding company that entered into agreements concerning cancer genomic testing in connection with the criminal schemes involving Ellwood Medical Center Operations, LLC described more fully at the criminal case numbers referenced herein. *See United States v. Hurt*, Nos. 2:22-cr-189, 22-cr-224, 22-cr-231 (W.D. Pa.). Hurt was a 50% owner of Fountain, which is no longer operating and does not have any known assets.

C. Verify Health and Verify Health Partners are Delaware limited liability companies that collectively own Sonoran Desert Pathology Associates, LLC, described in greater detail herein.

D. Landmark Diagnostics, LLC (Landmark) is an Arkansas limited liability company, with its office in Houston, Texas. Landmark was owned by Daniel Hurt (9%) and First Choice Laboratory, LLC (91%). Landmark is no longer operating and does not have any known assets.

E. First Choice Laboratory, LLC (First Choice) is a Florida limited liability company, with its office in Fort Lauderdale, Florida. First Choice was owned by Russell Kitchen (10%) and Russell Kitchen LLC (90%). Russell Kitchen LLC is owned by Hurt. First Choice is no longer operating.

F. Sonoran Desert Pathology Associates, LLC (Sonoran) is a Florida foreign limited liability company, with a principal address in Fort Lauderdale, Florida. Sonoran was owned by holding companies Verify Health (90%) and Verify Health Partners (10%). Sonoran is no longer operating and does not have any known assets.

G. Hurt was the President and Chief Executive Officer of Landmark, Fountain, First Choice, and Sonoran. At all relevant times herein, Landmark, First Choice, and Sonoran were participating providers in the Medicare Program. *See United States v. Hurt*, Nos. 2:22-cr-189, 22-cr-224, 22-cr-231 (W.D. Pa.).

H. On October 23, 2019, Robert Gerstein filed a *qui tam* action in the United States District Court for the Middle District of Florida captioned [REDACTED]. [REDACTED]. [REDACTED]. On April 23, 2020, Lauren Lau filed a *qui tam* action in the United States District Court for the Southern District of Florida captioned *United States ex rel. Lauren Lau v. Ellwood Medical Center, LLC et al.*, No. 20-cv-60835. Relator Lau filed an amended complaint on September 23, 2022. On July 21, 2021, Ricardo Diaz filed a *qui tam* action in the United States District Court for the District of New

Jersey captioned [REDACTED]

[REDACTED]. The three *qui tam* actions shall be referred collectively as the “Civil Actions.”

I. On September 15, 2022, Hurt pled guilty to one count of conspiracy to commit offenses against the United States, in violation of 18 U.S.C. § 371 in *United States v. Hurt*, No. 2:22-cr-189 (W.D. Pa.); one count of conspiracy to commit healthcare fraud, in violation of 18 U.S.C § 1349 in *United States v. Hurt*, No. 22-cr-224 (W.D. Pa.); and one count of conspiracy to commit offenses against the United States, in violation of 18 U.S.C. § 371 in *United States v. Hurt*, No. 22-cr-231 (W.D. Pa.). This plea was based on his knowing and willful defrauding of Medicare between in or around January 2019 through in or around October 2019, as set forth with specificity in the Plea Agreement. See *United States v. Hurt*, Nos. 2:22-cr-189, 22-cr-224, 22-cr-231 (W.D. Pa.).

J. On November 8, 2022, Carol Fox, as trustee (Trustee) for the chapter 11 bankruptcy estate of Americore Health, LLC, filed a civil complaint against Hurt; Fountain Healthcare Services, LLC; First Choice Laboratory, LLC; Sonoran Desert Pathology Associates, LLC; Genexe, LCC; Preventive Health Services, LLC; DCMI, LLC; Keaton Cashe Langston; Ascension Aviation, LLC; Russell and Diana Kitchen; BTTNG, LLC; Fulgent Genetics, Inc.; and Peach State Health Management, LLC d/b/a Aeon Global Health (together, the Ellwood Fund Transfer Entities), seeking to avoid and recover funds that flowed through Ellwood City Medical Center (ECMC) to the Ellwood Fund Transfer Entities in an action styled *Fox v. Fountain Healthcare Svcs., Inc. et al.*, Adv. Pro. No. 22-06038 (E.D. Ky.) (Trustee Action). On February 1, 2024, Hurt; Fountain Healthcare Services LLC; First Choice Laboratory LLC; Pursuit Charter Company LLC; DCMI, LLC; Sonoran Desert Pathology Associates, LLC; and Ascension Aviation LLC and the Trustee entered into an agreement to resolve the Trustee

Action. Separately, to avoid litigation over Hurt’s assets, the United States and the Trustee agreed to enter into an Intercreditor Agreement identifying assets belonging to Hurt and the Hurt Entities and agreeing to divide the proceeds of the assets according to that agreement.

K. Ascension Aviation LLC is a Delaware limited liability company (Ascension), with a principal address in Fort Lauderdale, Florida. Ascension is owned by Hurt and Russell Kitchen. Hurt is the majority owner of Ascension.

L. Cypress Creek Florida, LLC is a Delaware limited liability company with a principal address in Fort Lauderdale, Florida. Cypress Creek Florida, LLC is owned by Hurt and First Choice. Hurt is the majority owner of Cypress Creek Florida, LLC.

M. The United States contends that Hurt and the Hurt Entities (collectively, 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).

N. The United States contends that it has certain civil claims against Defendants arising from the submission of claims for cancer genomic (CGx) tests to Medicare during the period January 2019 through November 2021 for the specific conduct described below. Under federal law, Medicare does not cover the costs associated with diagnostic testing that is “not reasonable and necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member.” 42 U.S.C. § 1395y(a)(1)(A). Likewise, it is a violation of the Anti-Kickback Statute to “knowingly and willfully” solicit, receive, offer, or pay “any remuneration . . . in return for referring an individual for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a Federal health care program.” 42 U.S.C. § 1320a-7b(b).

- i. The United States contends that Hurt and the Hurt Entities paid kickbacks to marketers and marketing companies, reference laboratories, and telemedicine providers to procure medically unnecessary CGx tests for Medicare beneficiaries.

- ii. The United States further contends that Hurt and the Hurt Entities submitted or caused the submission of false claims to Medicare for CGx tests that were not medically necessary and were procured through kickbacks to marketers and marketing companies, reference laboratories, and telemedicine providers.
- iii. The United States further contends that Hurt, through Fountain Health, caused the submission of false claims to Medicare by causing ECMC to exceed the 30% cap on use of reference laboratories and to omit the required modifier indicating the use of reference laboratories on its claims to Medicare.
- iv. Hurt, the Hurt Entities, and ECMC, through their fraudulent schemes, caused Medicare to pay \$152,894,293 in false claims.

The conduct described in this paragraph is referred to below as the “Covered Conduct.”

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

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and 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 to the United States the Net Proceeds specified in this Paragraph, under the terms and conditions specified in the Intercreditor Agreement between the United States and Trustee, by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Middle District of Florida (Settlement Payments). The current estimated value of this settlement is approximately \$27.9 million.

a. Fixed Payment. On the Effective Date of this Agreement, Hurt shall transfer to the United States, Trustee, and/or their agent(s) the balance of Defendants’ liquid assets, which is currently estimated to be three million, seven hundred and sixty-one thousand,

four hundred and forty-nine dollars, and sixty-eight cents (\$3,761,449.68), after excluding the “Forfeited Amount” in Paragraph 1(c), below, and approximately eight hundred and twenty-nine thousand, two hundred and forty-two dollars, and eighty-eight cents (\$829,242.88) of expenses owed by Defendants, which Defendants will pay within seven (7) business days of the Effective Date of this Agreement from funds held in the Flannery Georgalis trust account. Any funds in the Flannery Georgalis trust account in the name of Defendants that are not paid toward these expenses will be remitted to the United States under the terms of this Agreement.

b. Retirement Account. Within ninety days of the Effective Date of this Agreement, Hurt shall transfer to the United States, Trustee, and/or their agent(s) the net balance from his Wells Fargo SEP account, ending in 8784, after the withholding of any early withdrawal penalties. As of January 31, 2023, the balance in the account was \$22,165.00.

c. Forfeited Amount. Pursuant to his plea agreement in a separate criminal proceeding in the Western District of Pennsylvania, and a related Preliminary Order of Forfeiture dated October 20, 2022 (See *United States v. Hurt*, Nos. 2:22-cr-189, 22-cr-224, 22-cr-231, Doc. 20 (W.D. Pa.)), Hurt forfeited a boat named “In My DNA” or the proceeds of the boat if sold. Hurt subsequently sold the boat and received net proceeds of \$4,489,077.32 (“Forfeited Amount”). The Forfeited Amount shall be considered an alternate remedy under 31 U.S.C. § 3730(c)(5) of the FCA. The Parties agree that the Forfeited Amount is restitution under this Agreement.

d. Sale of Assets. Hurt and the Hurt Entities agree to surrender all rights or claims to and turn over and relinquish the possession of the following assets to the United States, the Trustee, or their agent(s) for liquidation/sale, under the terms and conditions specified in the Intercreditor Agreement, unless otherwise specifically noted herein. The payment of any pending or future liabilities and other regular expenses associated with such assets, including but

not limited to taxes, existing liens or other encumbrances, and required maintenance (“Asset Liabilities and Expenses”) shall not be the obligations of Defendants and will be paid or reimbursed from the proceeds of the sale of assets listed herein, provided, however, that (1) the United States does not assume responsibility for any Asset Liabilities and Expenses, (2) any Asset Liabilities and Expenses will be paid or reimbursed from the proceeds of the sale of the specific associated asset, with any Asset Liabilities and Expenses in excess of the sale price of the specific asset remaining with Hurt and the Hurt Entities, (3) Defendants provide the United States a list of pending and known liabilities and other regular expenses associated with the Settlement Assets under penalty of perjury (attached as Exhibit A), (4) Any ongoing or upcoming (not previously incurred) liabilities and expenses may be paid, cancelled, or modified by the United States or the Trustee in their discretion in order to maximize the settlement amount and in order to maintain the settlement assets in good working order, and (5) within five days of the Effective Date, Defendants agree to notify any third parties known to have ongoing or regular expenses on an associated asset that the asset has been transferred and any further costs should not be incurred without first contacting undersigned counsel for the United States Attorney’s Office for the Middle District of Florida, or another contact designated by the Civil Division of the United States Department of Justice.

The United States will receive the net sale proceeds, under the terms and conditions specified in the Intercreditor Agreement, of the following assets (gross sale proceeds minus (1) any Asset Liabilities and Expenses and (2) any ordinary and reasonable costs of sale) (Net Proceeds):

- i. Real Property located at 2416 N. Atlantic Blvd., Fort Lauderdale, FL 33305 (N. Atlantic Residence), including all furniture and fixtures, which will transfer with the real property.
- ii. Real Property located at 1200 and 1400 NW 62nd Street in Fort Lauderdale, Florida (known as Cypress Creek Property).

- iii. A Gulfstream Aerospace 5 bearing FAA Registration Number N-549CF (Gulfstream Plane) owned by Ascension.
- iv. A 2021 Porsche Taycan automobile bearing VIN No. WP0AC2Y1XMSA63009.
- v. A Ford F-150 automobile bearing VIN No. 1FTEW1EG8JFE07708.
- vi. Lab Equipment – Inventory identified in Exhibit B
- vii. Personal property of Hurt, including five (5) watches (with total estimated value \$30,000). This provision shall apply to any personal property with an estimated net value of \$1,000 or more.
- viii. The net proceeds from any future sale or transfer of certain membership interests of Defendants in the entity known as Pursuit Exploration, LLC.

The above, collectively, shall be referred to as the “Settlement Assets.” The Settlement Assets shall include an assignment of any insurance policies and any proceeds and unearned premiums arising from the Settlement Assets. Defendants make no warranty or guaranty regarding the results of any sale of the Settlement Assets by the United States or any of its agents. The United States shall have the right to return to Hurt and the Hurt Entities any asset that is not liquidated.

- e. Defendants swear and affirm that they have good title to the Settlement Assets and the undisputed right to dispose of the Settlement Assets under penalty of perjury.
- f. Defendants agree to the sale of the Settlement Assets as follows:
 - i. N. Atlantic Residence. Hurt agrees to surrender all rights or claims to and turn over and relinquish the possession of the N. Atlantic Residence. In the event that the United States, at its sole option, elects to appoint a receiver to sell the N. Atlantic Residence, Hurt agrees that he will not object to the United States’ Motion to Appoint a Receiver to Marshal and Sell the Property. Notwithstanding the foregoing, the United States agrees to allow Hurt to remain on the premises through (and Hurt agrees to vacate on) the earlier of (a) the surrender date, remand date, or report date associated with the criminal actions, *United States v Hurt*, No.

2:22-cr-189, 22-cr-224, 22-cr-231 (W.D. Pa.) (“Surrender Date”); or (b) one day prior to the closing date for the sale of the N. Atlantic Residence.

Hurt agrees to leave the N. Atlantic Residence in good condition and to temporarily vacate the premises for showing to prospective buyers upon reasonable notice.

The N. Atlantic Residence will be surrendered in good condition and unencumbered by any lien, claim, or right of any individual or entity, and all mortgages, taxes, or fees due to any government entity, with respect to the N. Atlantic Residence shall be current, other than disclosed by Hurt in Exhibit A to this Agreement. Hurt shall take all actions and execute all documents requested by the United States or its agent(s) or broker(s) to effectuate the sale of the N. Atlantic Residence. Hurt agrees that the N. Atlantic Residence will be sold by an agent or broker of the United States’ choosing and at a price determined reasonable by the United States.

- ii. Cypress Creek Property. Hurt, on behalf of himself and Cypress Creek Florida, LLC, as acknowledged in Exhibit E, and the Hurt Entities shall surrender all right and claims to the premises of the Cypress Creek Property on or before the Effective Date of the Agreement and shall vacate the premises within fourteen (14) days of the Effective Date or by the Surrender Date, whichever comes first.

Hurt, on behalf of himself and Cypress Creek Florida, LLC, and First Choice, on behalf of itself and Cypress Creek Florida, LLC, acknowledge that certain foreclosure proceedings have been filed with respect to the Cypress Creek Property in Broward County, Florida, captioned *BCP 1200 Cypress Creek Rd, LLC v. Cypress Creek Florida, LLC, et al.*, No. CACE 22-009095 (Fla. 17th Cir. Ct.) and *Cypress Creek Florida, LLC v. BCP 1200 Cypress Creek Rd, LLC, et al.*, No. CACE-22-009699 (Fla. 17th Cir. Ct.). These two matters have been consolidated and are hereinafter referred to as “the Foreclosure Action.” Hurt and the Hurt Entities agree to cooperate in any effort by the United States, the Trustee, or their agent(s) to resolve or stay the Foreclosure Action during the pendency of efforts to consummate the sale of the Cypress Creek Property.

Hurt and the Hurt Entities shall surrender the Cypress Creek Property in good condition and, other than as disclosed by Hurt in Exhibit A to this Agreement, including the Foreclosure Action, shall be unencumbered by any lien, claim, or right of any individual or entity. Any mortgages, taxes or fees due to any

governmental entity, with respect to the Cypress Creek Property, shall be current and in good standing as of the Effective Date, other than as disclosed by Hurt in Exhibit A to this Agreement. Hurt and the Hurt Entities shall take all actions and execute all documents requested by the United States or its approved agent(s) to effectuate the sale of the Cypress Creek Property.

- iii. Gulfstream Plane. Hurt, on behalf of himself, Ascension, and other owners of Ascension, as acknowledged in Exhibit F, shall surrender all rights and claims to and turn over and relinquish the possession of the Gulfstream Plane on or before the Effective Date. The Gulfstream Plane shall be surrendered in good condition and, other than as disclosed by Hurt in Exhibit A of this Agreement, shall be unencumbered by any lien, claim, or right of any person or entity.

The Gulfstream Plane shall be accompanied by all of its records, to include but not be limited to all logs (airframe, engines, APU, etc.), any available work packages, any engineering dispositions, 337s, wiring diagrams, spare parts, core parts pending exchange, etc. To the extent such records are not in Defendants' possession, custody or control, Defendants shall direct the appropriate agent to turn over such records. The transfer of all programs the Gulfstream Plane is enrolled into to the United States shall include but not be limited to: Rolls Royce Corporate Care-engines, Honeywell MSP-APU, CMP maintenance tracking, and shall be effectuated by those entities or persons with authority to do so, including Hurt. Defendants shall remain current with such programs as a material condition of such transfer/assignment.

Any mortgages, and any taxes or fees due to any governmental entity, with respect to the Gulfstream Plane, shall be current and in good standing as of the Effective Date, other than as disclosed by Hurt in Exhibit A to this Agreement. The United States shall have full access to the Gulfstream Plane and may, at its sole discretion, relocate the Gulfstream Plane to another location. Hurt shall take all actions and execute all documents requested by the United States, the Trustee, or their agent(s) to effectuate the sale of the Gulfstream Plane and transfer of any enrolled programs. The United States may designate Hurt as an agent for the purposes of executing the sale of the plane and transferring all proceeds of the sale to the United States. The proceeds of the sale of the Gulfstream Plane transferred to the United States, on behalf of Hurt, Ascension, and its owners, are restitution to the United States.

Hurt, on behalf of himself and Ascension Aviation, LLC, on behalf of itself, acknowledge that certain lien proceedings have been filed

with respect to the Gulfstream Plane in Broward County, Florida, captioned *Sea Note Aviation, LLC, v. Ascension Aviation, LLC, and one Gulfstream Aerospace Model G-V Jet Aircraft*, No. CACE-24-004076 (Fla. 17th Cir. Ct.) (the “Lien Action”). Hurt and the Hurt Entities agree to cooperate in any effort by the United States, the Trustee, and/or their agent(s) to resolve or stay the Lien Action, including, but not limited to, the filing of claims or assertion of defenses arising out of or related to any default in the Lien Action.

- iv. The Porsche and Ford F-150. Hurt shall sell the vehicles in an arm’s length transaction using his best efforts to sell the vehicles at the maximum price by the following dates: (a) within 21 days of the Effective Date of this Agreement for the 2021 Porsche Taycan vehicle; and (b) by the Surrender Date for the Ford F-150 vehicle. As of the Effective Date of the Agreement, Hurt shall provide the United States, the Trustee, or their agent(s) with the physical title for the Ford F-150 vehicle. Hurt will maintain insurance on the Ford F-150 vehicle and remains the legal owner of the Ford F-150 until sold.

All advertisements, listings, marketing publications, and any offers for purchase will be forwarded to the undersigned counsel for review and approval by the United States. An offer must be approved by the United States, the Trustee, or their agent(s) prior to acceptance. The vehicles shall be sold to the approved buyer(s) within three (3) days after obtaining approval by the United States, the Trustee, or their agent(s). Hurt shall transfer the net proceeds from the sale to the United States, Trustee, or their agent(s) within one (1) business day after the sale pursuant to wire instructions provided by the Civil Division of the United States Department of Justice.

If a vehicle is not sold before the Surrender Date, Hurt shall surrender all rights and claims to and turn over and relinquish the possession of the vehicle(s) to the United States, the Trustee, or their agent(s) for liquidation, and Hurt shall surrender the physical title to the vehicle(s).

- vi. Lab Equipment. Hurt, on behalf of himself and First Choice, shall surrender all rights and claims to and turn over and relinquish the possession of the Lab Equipment and identified in Exhibit B on or before the Effective Date of this Agreement. Hurt shall execute any contract, deed, bill of sale or other document necessary to effectuate the sale of the Lab Equipment. Hurt shall surrender the Lab Equipment in good condition and unencumbered by any lien, claim, or right of any person or entity. Any mortgages, and any taxes or fees due to any governmental entity, with respect to the

Lab Equipment, shall be current and in good standing as of the Effective Date. The United States, the Trustee, or their agent(s) shall have full access to the Lab Equipment and the United States may, at its sole discretion, relocate any of the Lab Equipment to another location. Hurt shall take all actions and execute all documents requested by the United States, the Trustee, or their agent(s) to effectuate the sale of the Lab Equipment.

- vii. Personal property of Hurt, including five (5) watches. Hurt shall surrender all rights and claims and turn over and relinquish the possession of his personal property, including five (5) wristwatches (estimated value \$30,000) on or before the Effective Date of this Agreement, and as of the Effective Date. This provision is limited to any item of personal property with a net value of \$1,000 or more. The personal property will be surrendered in good condition and unencumbered by any lien, claim, or right of any person or entity. Any mortgages, and any taxes or fees due to any governmental entity, with respect to the personal property, shall be current and in good standing as of the Effective Date. The United States, Trustee, or their agent(s) shall have full access to the personal property and the United States may, at its sole discretion, relocate the personal property to another location. Hurt shall take all actions and execute all documents requested by the United States, Trustee, or their agent(s) to effectuate the sale of Hurt's personal property.
- viii. The net proceeds from any future sale of certain membership interests of the Hurt Entities in the entity known as Pursuit Exploration, LLC. Hurt, on behalf of himself, and the Hurt Entities agrees to turn over to the United States the net proceeds from the sale of any certain membership interests in the entity known as Pursuit Exploration, LLC, sold within five years of the Effective Date of this Agreement.

The Settlement Assets shall be surrendered and tendered to the United States, Trustee, or their agent(s) for liquidation. The Settlement Assets are to be liquidated and the Net Proceeds are to be disbursed under the terms and conditions set forth in the Intercreditor Agreement between the United States and Trustee, and approved by the Bankruptcy Court. *See* Liquidating Trustee's Motion (I) To Approve Compromise and Settlement of Adversary Against the Hurt Parties; (II) To Approve Compromise and Settlement with the United States of America; (III) For the Entry of a Bar Order; and (IV) To Permit Payment of Contingency Fee to Nelson

Mullins, Dkt. No. 2294, Ex. 1, at 36, *In re Americore Holdings, LLC*, No. 19-61908-grs (E.D. Ky.).

g. Defendants' obligations under this Agreement shall be secured by a consent judgment, in the form of Exhibit C. The United States will file the consent judgment and move to place a judgment lien on all personal property and real property of all Defendants and any other lien, to the extent necessary, to perfect the United States' lien on the Gulfstream Plane and the Ford F-150 automobile. Upon fulfillment by Hurt and the Hurt Entities of all of their obligations under this Agreement, including consummation of the sales of the Settlement Assets, the distribution of the proceeds of such sales as provided herein, and the satisfaction of the Contingent Payments requirements, the United States shall take reasonable and necessary steps to have the consent judgment marked as satisfied.

h. Hurt hereby grants the United States a security interest and lien in the form of a Mortgage, as attached in Exhibit D, on his interest in the N. Atlantic Residence. The security interest and lien or mortgage in the N. Atlantic Residence is hereinafter defined as "the Mortgage." The United States' interest in the Mortgage exists from the date on which Defendants execute this Agreement through the date on which Defendants fully satisfy their financial obligations under the Agreement or the N. Atlantic Residence is liquidated, whichever occurs first. Hurt agrees that while the Mortgage is in place, he shall not cause or allow any liens or encumbrances to be placed upon the N. Atlantic Residence. Hurt agrees that the United States may file a *lis pendens* on the N. Atlantic Residence.

Hurt agrees that the Mortgage on the N. Atlantic Residence is enforceable by the United States upon an Event of Default and Hurt expressly and unconditionally waives the benefits of the homestead exemption afforded by the Florida Constitution (including but not limited to Article X, Section 4 of the Florida Constitution) and Chapter 196 of the Florida Statutes

(including but not limited to §196.031-.041) and as to this obligation, and any other homestead exemptions under any other applicable state law.

i. Contingent Payments: Defendants further agree to make the following contingent payments to the United States (Contingent Payments) by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice. For each calendar year in the ten (10) years following the Effective Date of this Agreement, beginning calendar year 2025,

i. If Hurt's Windfall Income, as defined in Paragraph 1(j), exceeds \$120,000, but is less than \$250,000, a payment of sixty-six percent (66%) of Windfall Income exceeding \$120,000 but less than \$250,000 for that calendar year shall be paid no later than thirty (30) days after Hurt submits his tax return to the United States;

ii. If Hurt's Windfall Income exceeds \$250,000 but is less than \$500,000, a payment of seventy-five percent (75%) of Windfall Income exceeding \$250,000 but less than \$500,000 for that calendar year plus the amount due under Paragraph 1(i)(i) shall be paid no later than thirty (30) days after Hurt submits his tax return to the United States;

iii. If Hurt's Windfall Income exceeds \$500,000, a payment of ninety percent (90%) of Windfall Income exceeding \$500,000 for that calendar year plus the amounts due under Paragraphs 1(i)(i) and 1(i)(ii) shall be paid no later than thirty (30) days after Hurt submits his tax return to the United States.

iv. The cumulative sum of the Settlement Payments and Contingent Payments shall not exceed three hundred and five million, seven hundred and eighty-eight thousand, five hundred and eighty-six dollars (\$305,788,586.00).

j. Windfall Income is defined as the cumulative sum of (a) the income reported in Hurt's personal as-filed tax return after payment of federal, state, and local taxes; and

(b) to the extent not already captured in Hurt's personal as-filed tax return, the amount of any wages, incomes, gifts, winnings, prizes, awards, civil settlements, damages awards, inheritances, bequests, or loans received by Hurt, whether in liquid or non-liquid form. The term "loans" as listed here means Hurt must report all loans, except any automobile loan under \$50,000 and any home loan or mortgage under \$500,000. Windfall Income is net income after payment of federal, state, and local taxes.

k. As soon as feasible, but not later than October 15 of each calendar year in the ten (10) years following the Effective Date of this Agreement, Hurt shall provide to undersigned counsel for the Civil Division of the United States Department of Justice, the United States Attorney's Office for the Middle District of Florida, and the United States Attorney's Office for the Southern District of Florida, a copy of his personal, as-filed tax returns for the prior tax year. Hurt's personal tax returns shall include Form 1040 or its equivalent and any and all attachments. Hurt shall include the same tax forms for his spouse if Hurt and his spouse elect to file as "married filing separately." If Hurt receives in any form any wages, incomes, gifts, winnings, prizes, awards, civil settlements, damages awards, inheritances, bequests, or loans that are not reported on his personal as-filed tax returns, this income shall be reported to the United States at the same time. Hurt will use best efforts to timely file all federal and state tax returns by October 15 of the year following every year covered by this Agreement, and will not request an extension of that tax filing deadline unless the reason(s) for seeking such extension is disclosed to the United States in writing fourteen (14) calendar days before seeking such an extension.

l. Event of Default. If any Defendant does not pay the United States any portion of the Settlement Amount on a payment due date or by an otherwise required date, or fails to surrender, transfer, release, and assign all of their interests in the Settlement Assets, or

otherwise materially fail to comply with their obligations under this Agreement, within ten (10) business days of the date on which any such payment or compliance is due, Defendants shall be in default of this Agreement (Default). The United States will provide written Notice of Default to Defendants, and Defendants shall have the opportunity to cure such Default within ten (10) business days from the date or receipt of the notice. If Defendants fail to cure such Default within ten (10) business days of receiving the Notice of Default: (a) the remaining unpaid balance or value of the Settlement Amount shall become immediately due and payable, and the interest shall accrue at the rate of 12% per annum compounded daily from the date of Default on the remaining unpaid total value; and (b) the United States may seek enforcement of the Consent Judgment in any of the Civil Actions for the remaining unpaid portion of the Settlement Amount, including such interest. Moreover, in the event of Default, the United States, at its sole option, may (a) offset the remaining unpaid Settlement balance/value from any amounts due and owing to Defendants by any department, agency, or agent of the United States at the time of Default; (b) by enforcing the Consent Judgment in any of the Civil Actions, collect the entire unpaid balance, plus interest, including 12% interest compounded daily from the date of Default, and all other amounts due upon the event of Default as specified in this Paragraph; (c) reinstate any of the Civil Actions; or (d) exercise any other rights granted by law or in equity, including referral of this matter for private collection.

Enforcement of the Consent Judgment may include the United States taking title to any of the Settlement Assets by foreclosing on the judgment lien. In the event that the United States reinstates any of the Civil Actions, Defendants agree not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories to the allegations in the United States' complaint in those actions, except to the extent such defenses were available to Defendants on October 23, 2019. Defendants agree not to contest any consent

judgment, offset, or any collection action undertaken by the United States pursuant to this Paragraph, either administratively or in any state or federal court. Defendants shall pay to the United States all reasonable costs of collection and enforcement under this Paragraph, including attorney's fees and expenses.

2. All Net Proceeds retained by the United States from the payments made by Defendants and liquidation/sale of the Settlement Assets under Paragraphs 1(a) - (l), up to one hundred and fifty-two million, eight hundred and ninety-four thousand, two hundred and ninety-three dollars (\$152,894,293), are restitution to the United States. The current estimated amount of restitution to be paid under this Agreement is approximately \$27.9 million.

3. Conditioned upon the United States receiving the Settlement Payments, the United States agrees that it shall pay to Robert Gerstein by electronic funds transfer seventeen (17) percent of the Net Proceeds received under the Settlement Agreement and retained by the United States pursuant to the terms of the Intercreditor Agreement (Relator's Share) as soon as feasible after receipt of the payment. Relators have entered into a separate agreement regarding the distribution of Relator's Share among them.

4. The terms of any payments by Defendants to Relators or their counsel for expenses and attorneys' fees and costs due under 31 U.S.C. §3730(d), and any attendant releases related to such payments, shall be made in accordance with a separate agreement between Relators, Relators' counsel, and Defendants.

5. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, subject to Paragraph 12 (concerning disclosure of assets) below, and subject to Paragraph 20 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Payments, the United States releases Defendants from any civil or administrative monetary claim the United States 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; or the common law theories of payment by mistake, unjust enrichment, and fraud.

6. i. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, subject to Paragraph 12 (concerning disclosure of assets) below, and subject to Paragraph 20 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Payments, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Defendants, their parents, subsidiaries, affiliates, successors, owners, shareholders, directors, officers, employees, agents, representatives, attorneys, and insurers, past and present, from any claims, potential claims, demands, damages, debts, liabilities, obligations, costs, expenses, suits, proceedings, administrative actions, causes of action, promises, acts, agreements, and losses of every kind or nature whatsoever, known or unknown, that Relators have, including but not limited to any civil monetary claim that Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733. This release does not affect Relators' rights to seek Attorney fees, costs, and expenses, which are specifically reserved in Paragraph 7 of this Agreement. Notwithstanding the release herein, Relators do not release any other defendant named in the Civil Actions.

ii. Defendants, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Relators, their parents, subsidiaries, affiliates, successors, owners, shareholders, directors, officers, employees, agents, representatives, attorneys, and insurers, past and present, from any claims, potential claims, demands, damages, debts, liabilities, obligations, costs, expenses, suits, proceedings, administrative actions, causes of action, promises, acts, agreements, and losses of every kind or nature whatsoever, known or unknown.

7. Notwithstanding the releases given in Paragraph 5 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals or any other defendant named in the Civil Actions, except as expressly addressed herein;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

8. Relators and their 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). Conditioned upon Relators' receipt of the Relator's Share, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers,

agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Actions.

9. VOLUNTARY EXCLUSION OF DANIEL HURT

a. In compromise and settlement of the rights of OIG-HHS to exclude Hurt pursuant to 42 U.S.C. § 1320a-7(a)(1) and 42 U.S.C. § 1320a-7(b)(7), based upon the Covered Conduct, Hurt agrees to be excluded under this statutory provision from Medicare, Medicaid, and all other Federal health care programs, as defined in 42 U.S.C. § 1320a-7b(f), for a period of seventy (70) years. The exclusion shall be effective upon the Effective Date of this Agreement.

b. Such exclusion shall have national effect. Federal health care programs shall not pay anyone for items or services, including administrative and management services, furnished, ordered, or prescribed by Hurt in any capacity while Hurt is excluded. This payment prohibition applies to Hurt and all other individuals and entities (including, for example, anyone who employs or contracts with Hurt, and any laboratory or hospital or other provider where Hurt provides services). The exclusion applies regardless of who submits the claim or other request for payment. Violation of the conditions of the exclusion may result in criminal prosecution, the imposition of civil monetary penalties and assessments, and an additional period of exclusion. Hurt further agrees to hold the Federal health care programs, and all federal beneficiaries and/or sponsors, harmless from any financial responsibility for items or services furnished, ordered, or prescribed to such beneficiaries or sponsors after the effective date of the exclusion. Hurt waives any further notice of the exclusion and agrees not to contest such exclusion either administratively or in any state or federal court.

c. Reinstatement to program participation is not automatic. In order to be reinstated, Hurt must submit a prior written request for reinstatement to the OIG-HHS in

accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Such request may be made to the OIG-HHS no earlier than 90 days prior to the expiration of the 70-year period of exclusion. Reinstatement becomes effective upon application by Hurt, approval of the application by the OIG-HHS, and notice of reinstatement by the OIG-HHS. Obtaining another license, moving to another state, or obtaining a provider number from a Medicare contractor, a state agency, or a Federal health care program does not reinstate Hurt's eligibility to participate in these programs.

10. **VOLUNTARY EXCLUSION OF THE HURT ENTITIES**

a. In compromise and settlement of the rights of OIG-HHS to exclude the Hurt Entities for fraud, kickbacks, and other prohibited activities under 42 U.S.C. § 1320a-7(b)(7), based upon the Covered Conduct, and 42 U.S.C. § 1320a-7(b)(8), based on Hurt's conviction described in Paragraph I, the Hurt Entities agree to be excluded under 42 U.S.C. §§ 1320a-7(b)(7) & (8) from Medicare, Medicaid, and all other Federal health care programs, as defined in 42 U.S.C. § 1320a-7b(f), for a period of seventy (70) years. The exclusion shall be effective upon the Effective Date of this Agreement.

b. Such exclusion shall have national effect. Federal health care programs shall not pay anyone for items or services, including administrative and management services, furnished, ordered, or prescribed by the Hurt Entities in any capacity while the Hurt Entities are excluded. This payment prohibition applies to the Hurt Entities and all other individuals and entities (including, for example, anyone who employs or contracts with the Hurt Entities, and any laboratory or hospital or other provider where the Hurt Entities provide services). The exclusion applies regardless of who submits the claim or other request for payment. Violation of the conditions of the exclusion may result in criminal prosecution, the imposition of civil monetary penalties and assessments, and an additional period of exclusion. The Hurt Entities further agree to hold the Federal health care programs, and all federal beneficiaries and/or

sponsors, harmless from any financial responsibility for items or services furnished, ordered, or prescribed to such beneficiaries or sponsors after the effective date of the exclusion. The Hurt Entities waive any further notice of the exclusion and agree not to contest such exclusion either administratively or in any state or federal court.

c. Reinstatement to program participation is not automatic. In order to be reinstated, the Hurt Entities must submit a prior written request for reinstatement to the OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Such request may be made to the OIG-HHS no earlier than 90 days prior to the expiration of the 70-year period of exclusion. Reinstatement becomes effective upon application by the Hurt Entities, approval of the application by the OIG-HHS, and notice of reinstatement by the OIG-HHS. Obtaining another license, moving to another state, or obtaining a provider number from a Medicare contractor, a state agency, or a Federal health care program does not reinstate the Hurt Entities' eligibility to participate in these programs.

11. In the event of Default, OIG-HHS may extend the period of Defendants' exclusion from participating in all Federal healthcare 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 for Default, 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 exclusions described in Paragraphs 9 and 10 or otherwise available under this Agreement.

12. Defendants have provided sworn financial disclosures and supporting documents (collectively, Financial Disclosures) to the United States and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement.

Defendants warrant that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the United States learns of asset(s) in which Defendants had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy Defendants' obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Defendants on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by \$250,000 or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Payments in accordance with the Agreement plus one hundred percent (100%) of the net value of Defendants' previously undisclosed assets. Defendants agree not to contest any collection action undertaken by the United States pursuant to this paragraph and agree that they will immediately pay the United States the greater of (i) a ten percent (10%) surcharge of the amount collected in the collection action, 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, pursuant to this paragraph rescinds this Agreement, Defendants waive and agree not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written

notification to Defendants that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of this Agreement.

13. 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.

14. Defendants fully and finally release the United States, its 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, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

15. The Settlement Payments 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, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

16. 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, their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement and any related plea agreement;
- (2) the United States' audit(s) and civil and any 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 investigations in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement and any Plea Agreement; and
- (5) the payment Defendants make to the United States or the Trustee pursuant to this Agreement and any payments that Defendants may make to Relators, 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 their 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 they 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 their 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, 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 reserves its rights to disagree with any calculations submitted by Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants or any of their 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 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.

17. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice,

Defendants shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their 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, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that have been performed by another on their behalf.

18. 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 19 (waiver for beneficiaries paragraph) below. Nothing in this Agreement releases any other defendant that is named in the Civil Actions.

19. 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.

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

a. Defendants have reviewed their financial situation and assert that they are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I).

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 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 commence 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 5 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of \$458,682,879, 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 Relators; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to Relators pursuant to Paragraph 3 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, Relators shall, within thirty days of written notice from the United States to the undersigned Relators' 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 20(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, consent 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 this Agreement.

21. Upon receipt of the Settlement Payments described in Paragraphs 1(a) and 1(b), and the turnover of property described in Paragraph 1(f), above, the United States and Relators shall:

a. Promptly sign and file in the matter *United States ex rel. Lauren Lau v. Ellwood Medical Center, LLC et al.*, No. 20-cv-60835 (S.D. Fla.), a Joint Stipulation of Dismissal pursuant to Rule 41(a)(1) subject to the terms of this Settlement Agreement. The dismissal of Defendants that are named in the Lau *qui tam* case by the United States shall be with prejudice as to the Covered Conduct. The dismissal of any allegations that are not included in the Covered Conduct shall otherwise be without prejudice to the United States. The dismissal of any other person or entity, other than Defendants, is at the discretion of the United States, and such dismissal shall be without prejudice. The dismissal of Defendants by Relator Lau shall be with prejudice. Relator Lau agrees to also consent to the dismissal of all other named defendants in the *Lau qui tam* case. The Joint Stipulation in the *Lau qui tam* case will specifically request the Court in the Southern District of Florida retain jurisdiction to enforce this Agreement.

b. Promptly sign and file in the matter [REDACTED], a Joint Stipulation of Dismissal of Defendants only pursuant to Rule 41(a)(1) subject to the terms of this Settlement Agreement. The dismissal of Defendants that are named in the [REDACTED] action by the United States shall be with prejudice as to the Covered Conduct and otherwise without prejudice. The dismissal of Defendants by Relator REMR shall be with prejudice.

c. Promptly sign and file in the matter [REDACTED], a Notice of Dismissal pursuant to Rule 41(a)(1), dismissing the claims against Defendants named in this Settlement Agreement, subject to the terms of this Settlement Agreement. The dismissal

of Defendants that are named in the [REDACTED] case by the United States shall be with prejudice as to the Covered Conduct and otherwise without prejudice. The dismissal of Defendants by Relator Gerstein shall be with prejudice. Relator Gerstein agrees to the dismissal of Ellwood Medical Center Operations, LLC in the *Gerstein qui tam* case.

22. 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.

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

24. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Southern District of Florida. 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.

25. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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

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

29. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

30. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

31. 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

DATED: _____ BY: **SAMSON ASIYANBI** Digitally signed by SAMSON ASIYANBI
Date: 2024.05.07
16:34:10 -04'00'

Jamie Ann Yavelberg
Patricia L. Hanower
Samson O. Asiyambi
Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 5/7/24 BY: Rosaline Chan

Rosaline Chan
Assistant United States Attorney
Southern District of Florida

DATED: _____ BY: **JEREMY BLOOR** Digitally signed by JEREMY BLOOR
Date: 2024.05.07 15:51:24
-04'00'

Jeremy R. Bloor
Assistant United States Attorney
Middle District of Florida

DATED: _____ BY: **SUSAN GILLIN** Digitally signed by SUSAN GILLIN
Date: 2024.05.07
13:47:23 -04'00'

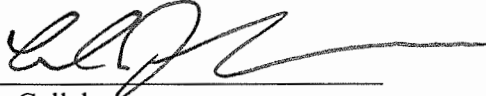
Susan E. Gillin
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DANIEL M. HURT - DEFENDANT

DATED: 5-6-24

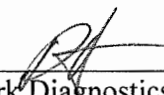
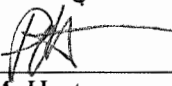

BY: 
Daniel M. Hurt

DATED: 5/6/24

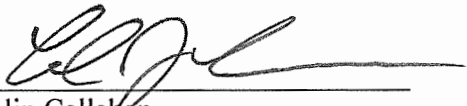
BY: 
Colin Callahan
Flannery Georgalis, LLC
Counsel for Daniel Hurt

LANDMARK DIAGNOSTICS, LLC - DEFENDANT

DATED: 5/6/24

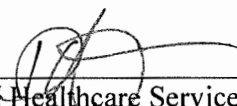

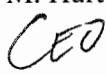
BY: 
Landmark Diagnostics, LLC

Daniel M. Hurt

Title

DATED: 5/6/24


BY: 
Colin Callahan
Flannery Georgalis, LLC
Counsel for Landmark Diagnostics, LLC

FOUNTAIN HEALTHCARE SERVICES, LLC - DEFENDANT

DATED: 5/6/24


BY: 
Fountain Healthcare Services, LLC

Daniel M. Hurt

Title


DATED: 5/6/24

BY: 
Colin Callahan
Flannery Georgalis, LLC
Counsel for Fountain Healthcare Services, LLC

FIRST CHOICE LABORATORY, LLC - DEFENDANT

DATED: 5-6-24

BY: 
First Choice Laboratory, LLC


Daniel M. Hurt

CEO
Title

DATED: 5/6/24


BY: 
Colin Callahan

Flannery Georgalis, LLC
Counsel for First Choice Laboratory, LLC

SONORAN DESERT PATHOLOGY ASSOCIATES, LLC - DEFENDANT

DATED: 5-6-24

BY: 
Sonoran Desert Pathology Associates, LLC


Daniel M. Hurt

CEO
Title

DATED: 5/6/24

BY: 
Colin Callahan

Flannery Georgalis, LLC
Counsel for Sonoran Desert Pathology Associates, LLC

ROBERT GERSTEIN - RELATOR

DATED: 5/6/24

BY: _____
Robert Gerstein

DATED: 3/6/24

BY: _____
J. Marc Vezina
Vezina Law Group
Counsel for Robert Gerstein

LAUREN LAU - RELATOR

DATED: _____

BY: _____
Lauren Lau

DATED: _____

BY: _____
James D. Young
Juan Martinez
Morgan & Morgan
Counsel for Lauren Lau

REMR CONSULTING, LLC - RELATOR

DATED: _____

BY: _____
REMR Consulting, LLC

Ricardo Diaz

Title

DATED: _____

BY: _____
David M. Eskew
Bill Nettles
Abell Eskew Landau LLP
Counsel for REMR Consulting, LLC

ROBERT GERSTEIN - RELATOR

DATED: _____

BY: _____
Robert Gerstein

DATED: _____


BY: _____
J. Marc Vezina
Vezina Law Group
Counsel for Robert Gerstein

LAUREN LAU - RELATOR

DATED: 5/7/2024

BY: 
Lauren Lau

DATED: 5/6/24

BY: 
James D. Young
Juan Martinez
Morgan & Morgan
Counsel for Lauren Lau

REMR CONSULTING, LLC - RELATOR

DATED: _____

BY: _____
REMR Consulting, LLC

Ricardo Diaz

Title

DATED: _____

BY: _____
David M. Eskew
Bill Nettles
Abell Eskew Landau LLP
Counsel for REMR Consulting, LLC

ROBERT GERSTEIN - RELATOR

DATED: _____ BY: _____
Robert Gerstein

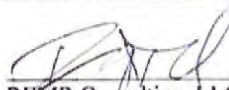
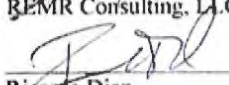
DATED: _____ BY: _____
J. Marc Vezina
Vezina Law Group
Counsel for Robert Gerstein

LAUREN LAU - RELATOR


DATED: _____ BY: _____
Lauren Lau

DATED: _____ BY: _____
James D. Young
Juan Martinez
Morgan & Morgan
Counsel for Lauren Lau

REMR CONSULTING, LLC - RELATOR

DATED: 5/7/24 BY: 
REMR Consulting, LLC

Ricardo Diaz

Title President

DATED: 5/7/24 BY: 
David M. Eskew
Bill Nettles
Abell Eskew Landau LLP
Counsel for REMR Consulting, LLC

RICARDO DIAZ - RELATOR

DATED: 2/7/24

BY: 
Ricardo Diaz

DATED: 9/7/24

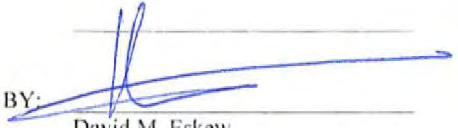
BY: 
David M. Eskew
Bill Nettles
Abell Eskew Landau LLP
Counsel for REMR Consulting, LLC

EXHIBIT A

Acension Aviation		
Past Due		
Payee	Amount	Note
Sea Note Aviation LLC	\$ 617,226.11	<i>Estimated Amount of Invoices from management company from Aug 23, 2023 through May 1, 2024; See reference to <u>Sea Note Aviation, LLC, v. Ascension Aviation, LLC, and one Gulfstream Aerospace Model G-V Jet Aircraft</u>, No. CACE-24-004076 (Fla. 17th Cir.</i>
Ongoing Fixed Expenses		
Payee	Amount	Note
Management Fees	\$ 6,000.00	<i>Sea Note advances all fixes and variable costs and bills to Ascension monthly</i>
Hangar	\$ 12,296.71	
Wifi	\$ 5,000.00	
Engine Maintenance	\$ 49,822.00	
Insurance		<i>Current policy lapses in November 24</i>
Ongoing Variable Expenses		
Payee	Amount	Note
Crew, Copilot, Hotels, Fule, Landing Fees, Per Diems, Rental		<i>Variable costs fluctuate based on usage</i>
Cypress Creek		
Ongoing Monthly Expenses		
Payee	Amount	Note
Electric (FPL)	\$ 2,300.00	<i>Fluctuates based on usage</i>
Internet (Comcast)	\$ 2,450.00	
Water (City of FTL)	\$ 1,000.00	<i>Fluctuates based on usage</i>
Trash (Waste Management)	\$ 500.00	
Elevator (TK Elevator)	\$ 750.00	
Elvator Fire Alaarm (Frontier)	\$ 370.00	
Fire Alarm (Advanced Fire)	\$ 370.00	
Brennan Manna attorney's fees for pending litigation		<i>\$388/hour - partner rate; \$275/hour - associate rate.</i>
2416 N. Atlantic Blvd		
Past Due		
Payee	Amount	Note
Broward County Tax Collector	\$185,642.51	<i>2022 Taxes - As described in paragraph 1(a) of the Settlement Agreement, Defendants are paying this expense out of the Flannery Georgalis trust account within seven business days of the Effective Date of this agreement.</i>
Broward County Tax Collector	\$176,215.90	<i>2023 Taxes - As described in paragraph 1(a) of the Settlement Agreement, Defendants are paying this expense out of the Flannery Georgalis trust account within seven business days of the Effective Date of this agreement.</i>
Ongoing Monthly Expenses		
Payee	Amount	Note
Electric (FPL)	\$ 1,000.00	<i>Fluctuates based on usage</i>
Internet (Comcast)	\$ 400.00	
Gas	\$ 70.00	<i>Fluctuates based on usage</i>
Water/Sewage/Trash (City of FTL)	\$ 850.00	<i>Fluctuates based on usage</i>
Cleaning	\$ 2,400.00	<i>Includes pool, window, and regular cleaning</i>
Pest control	\$ 100.00	<i>Annual termite contract for additional \$600</i>
Lawn	\$ 400.00	
Upcoming Liabilities		
Payee	Amount	Note
Insurance	\$ 70,601.40	<i>Annual premium for liability and hazard coming due July 24</i>

INVENTORY - 1200 NW62ND ST BUILDING			
4 PALLETS:	OPTIMIZE TECAN 200UL FILTERED TIPS		exp:7/19/24
	(36 CASES PER PALLET) = 144 CASES TOTAL		
1 PALLET:	VWR UNIV PIPET TIPS 10UL, XL - 35 CASES		exp:12/30/26
#1 PALLET:	OPTIMIZE TECAN 200UL FILTERED TIPS - 16 CASES		exp:7/19/24
#2 PALLET:	OPTIMIZE TECAN 50UL FILTERED TIPS - 36 CASES		exp:7/19/24
#3 PALLET:	OPTIMIZE TECAN 1000UL FILTERED TIPS - 16 CASES		exp:7/19/24
#4 PALLET:	OPTIMIZE TECAN 200UL FILTERED TIPS - 36 CASES		exp:7/19/24
#1 PALLET:	OPTIMIZE TECAN 50UL FILTERED TIPS - 20 CASES		exp:7/19/24
#2 PALLET:	OPTIMIZE TECAN 200UL FILTERED TIPS - 32 CASES		exp:7/19/24
#3 PALLET:	GILSON D200ST 200UL FILTERED TIPS - 32 CASES		exp:3/30/26
	OPTIMIZE TECAN MCA 200UL FILTERED TIPS - 16 BOXES		EXP: N/A
	TECAN (30038608) 50UL MCA96 TIPS - 1 CASE		EXP:7/30/24
	TECAN (30052349) 150UL MCA96 TIPS - 1 CASE		EXP:8/30/24
	TECAN (30052349) 150UL MCA96 TIPS - 1 CASE		EXP:1/30/25
BIOFIL FILTERED TIPS:			
200UL :	(PMT231-200)	*1 CASE - EXP: 4/28/24	*12 CASES - EXP:5/21/24
		*3 CASES - EXP:5/30/24	*8 CASES -EXP:6/03/24
1000UL :	(PMT371-000)	*10 CASES - EXP: 6/03/24	
100UL:	(PMT252-100)	*3 CASES - EXP:6/4/24	
MICROAMP OPTICAL	96-WELL REACTION PLATE (REF N8010560) - 3 CASES		
		(10plates/pk, 16pk/case)	
	VWR UNIV PIPET TIPS 10UL (76322-132) - 7 PACKS		EXP:3/30/26
	VWR UNIV PIPET TIPS 20UL (76322-134) - 7 PACKS		EXP:9/30/26
	GILSON EF100ST 100UL TIPS (F1734031) - 6 PACKS		EXP:4/30/24
	AZER SCI 200UL TIPS (ES80655) - 6 CASES		EXP:4/26/24
	MLA VISTARAK 1250UL TIPS (4060-3332) - 6 PACKS		EXP: N/A
	MLA VISTARAK 250UL TIPS (4060-2332) - 5 PACKS		EXP: N/A
	MERCEDES SCI 10UL TIPS (15093) - 6 PACKS		EXP:3/19/24
	MERCEDES SCI 20UL TIPS (FT68-2201) - 4 PACKS		EXP:5/30/24
	PLATE HEAT/SHAKER - 2X		
	EPPENDORF CENTRIFUGE 5430		SN: 5427CO119035
	SIEMENS CLINITEK ADVANTUS ANALYZER		SN: KP349862036
	LAXCO LAB MICROSCOPE	MODEL: LMC3-GT1	SN: E2721-610-0002
	APPLIED BIOSYSTEMS QUANTSUDIO 5		
	BIOTEK EPOCH2 TRAY/PLATE READER KIT SET		
	BIOTEK EL-406 WASH/FEED TRAY DISPENSER		
	IONIC BENCH - 3X		
	IONIC TABLE - 1X		
	OKI PRINTERS - 2X (CASEMARK 4410)		
COMPUTERS:			
DELL ALL-IN-1 - 12X	MONITORS - 4X	BROTHER PRINTERS - 7X	
HP COMP. - 1X	DELL COMP - 1X	BROTHER SCANNER - 1X	
CANON SCANNER - 3X			
MISC:			
	SAMPLE SAFE CONTAINERS - 6X		
	SAMPLES WHITE RACKS - 8 BOXES		
	MISC SAMPLE CONTAINER - 2X		

EXHIBIT C

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

CASE NO. 20-60835-CIV-SINGHAL

UNITED STATES OF AMERICA
ex rel. LAUREN LAU,

Plaintiff,

v.

ELLWOOD MEDICAL CENTER, LLC;
AMERICORE HEALTH, LLC; SONORAN
DESERT PATHOLOGY ASSOCIATES, LLC,
dba VERIFY HEALTH; FIRST CHOICE
LABS USA; DCMI, LLC; GRANT WHITE;
MICHAEL LEWITT; and DANIEL M. HURT.

Defendants.

_____ /

CONSENT JUDGMENT

This matter is before the Court upon the consent of the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General of the Department of Health and Human Services (HHS) (collectively, United States) and Defendants Daniel Hurt and Sonoran Desert Pathology Associates, LLC; and non-parties Landmark Diagnostics, LLC; Fountain Healthcare Services, LLC; and First Choice Laboratory, LLC (collectively,

“Defendants”). The United States and Defendants are collectively referred to herein as “the Parties.”

The Parties consent to entry of this judgment having been established by virtue of the Settlement Agreement between the United States and Defendants that became effective on _____, 2024 (Settlement Agreement), attached as Exhibit A hereto. It now appears to the Court as follows:

1. This Court has jurisdiction over the United States and Defendants, as well as over the subject matter of this action.
2. The Settlement Agreement was prepared and signed by the Parties, and took effect on _____, 2024.
3. The Settlement Agreement provides, *inter alia*, that Defendants shall turn over various assets and make a cash payment to the United States.
4. The Settlement Agreement further provides that Defendants’ obligations under the Settlement Agreement “shall be secured by a consent judgment.” The Settlement Agreement states that the United States will file the consent judgment.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment is entered in favor of the United States and against Defendants Daniel Hurt; Landmark Diagnostics, LLC; Fountain Healthcare Services, LLC; First Choice Laboratory, LLC; and Sonoran Desert Pathology Associates, LLC, jointly

and severally, in the amount of \$458,682,879.00, plus interest in accordance with 28 U.S.C. § 1961, for which let execution issue forthwith.

It is further ordered and adjudged that the United States has a *lis pendens* claim against the following property:

(1) Real Property located at 2416 N. Atlantic Blvd., Fort Lauderdale, FL 33305.

It is further ordered and adjudged that this Consent Judgment shall be deemed to have been served upon the Parties at the time of its entry by the Court.

It is further ordered and adjudged that the Court shall retain jurisdiction with regard to any enforcement proceedings regarding the underlying Settlement Agreement, this Consent Judgment, or any other proceeding arising under this Consent Judgment, all of which will be construed under federal law to the extent applicable and otherwise by the laws of the State of Florida.

DONE and ORDERED in Chambers, in Fort Lauderdale, Florida this _____ day of _____, 20____.

United States District Judge

The parties hereby stipulate and agree to the entry of this Consent Final Judgment.

THE UNITED STATES OF AMERICA

MARKENZY LAPOINTE
UNITED STATES ATTORNEY
Southern District of Florida

BY: _____
ROSALINE CHAN
Assistant United States Attorney
U.S. Attorney's Office for the
Southern District of Florida

Dated: the _____ day of _____, 2024

DEFENDANT DANIEL HURT

BY:  _____
Daniel Hurt

Dated: the 6 day of May, 2024

DEFENDANT SONORAN DESERT PATHOLOGY ASSOCIATES, LLC

BY: 
SONORAN DESERT PATHOLOGY
ASSOCIATES, LLC

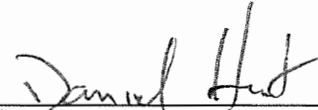
Daniel Holt
PRINTED NAME

CEO
TITLE

Dated: the 6 day of May, 2024

DEFENDANT LANDMARK DIAGNOSTICS, LLC


BY: 
LANDMARK DIAGNOSTICS, LLC

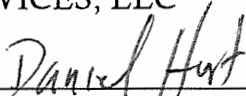

PRINTED NAME

CEO
TITLE

Dated: the 6 day of May, 2024

DEFENDANT FOUNTAIN HEALTHCARE SERVICES, LLC

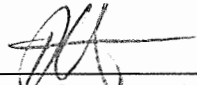
BY: 
FOUNTAIN HEALTHCARE
SERVICES, LLC

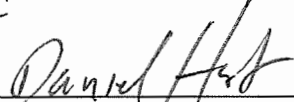

PRINTED NAME

CEO
TITLE

Dated: the 6 day of May, 2024

DEFENDANT FIRST CHOICE LABORATORY, LLC

BY: 
FIRST CHOICE LABORATORY,
LLC


PRINTED NAME

CEO
TITLE

Dated: the 6 day of May, 2024

EXHIBIT D

AFTER RECORDING RETURN TO:

United States Attorney's Office, Southern District of Florida
Attn: Rosaline Chan
99 N.E. 4th Street
Miami, Florida 33132

THE ABOVE SPACE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE ("Mortgage") is made and entered into as of the 6 day of May, 2024, by Daniel Michael Hurt ("Mortgagor") for the benefit of the United States of America, acting through the United States Department of Justice and on behalf of the Office of the Inspector General (OIG-HHS) of the Department of Health and Human Services, having an address at 175 N. Street NE, Suite 9.224, Washington, DC 20002 (collectively, "Mortgagee").

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor does hereby grant, bargain, sell, convey and deliver to Mortgagee, its successors and assigns, the certain real property located at 2416 N. Atlantic Blvd., Fort Lauderdale, Florida 33305, and more particularly described as follows ("Property"):

Lot 9, less the South 16.66 feet, and Lot 10, less the North 30 feet, Block 16 of LAUDERDALE BEACH, according to the Plat thereof as recorded in Plat Book 4, Page(s) 2, of the Public Records of BROWARD COUNTY, Florida.

This Mortgage encumbers all buildings and improvements now or hereafter erected on the Property.

TO HAVE AND TO HOLD the Property unto the Mortgagee, its successors and assigns forever.

PROVIDED, however, the grant made by this Mortgage is intended to transfer to Mortgagee a mortgage lien interest in the Property for the purpose of providing additional security for the following described indebtedness and other obligations:

Mortgagor's obligations pursuant to the Settlement Agreement dated May 6, 2024 ("Settlement Agreement"), under the terms of which Mortgagor promised to pay to Mortgagee the sum of \$27,900,000 said amount bearing interest as recited therein and being payable as set forth therein.

Upon payment in full of all such sums, and full performance by the Mortgagee of all terms of the Settlement Agreement, this Mortgage shall become void, and upon request Mortgagee shall release it..

Mortgagor further agrees as follows:

1. Mortgagor shall: (a) pay the amount due under the Settlement Agreement to Mortgagee in accordance with the terms thereof; (b) pay the costs of, or incidental to, any recording or filing of this Mortgage, and shall do and cause to be done all things reasonably necessary to perfect and keep in full force the security interest granted hereby, including, but not limited to, the prompt payment of all reasonable fees and expenses incurred in connection with any filings made to perfect the lien in favor of Mortgagee, as long as the Settlement Agreement remains in effect; (c) maintain the Property in good condition; (d) keep current on all taxes and fees owed on the Property; and (e) maintain insurance on the Property with a reputable and financially sound insurance company that is customary (in amount and coverage) with similar assets, and as will be sufficient to fully protect Mortgagee's interest in the Property. Mortgagor hereby assigns to Mortgagee any proceeds of any and all insurance on the Property for as long as this Mortgage and the Settlement Agreement remain in effect.

2. Upon the occurrence of any of the following events (each of which is herein called an "Event of Default"), Mortgagee, at Mortgagee's sole option, may accelerate the maturity of any part or all of the indebtedness secured by this Mortgage, together with all interest accrued thereon and any fees payable in connection therewith, and thereupon the secured indebtedness so accelerated shall become and be immediately due and payable, without any notice being given to Mortgagor except as provided for in the Settlement Agreement and subject to any grace, notice or cure period provided for therein:

(a) Any event which would be considered a Default, as defined in the Settlement Agreement; or

(b) Mortgagor fails to comply with any of the agreements or covenants on Mortgagor's part to be performed under this Mortgage within ten (10) business days after written notice from Mortgagee.

3. Upon the occurrence of any Event of Default as defined above, Mortgagee may immediately institute and pursue any and all remedies permitted by applicable law, this Mortgage, or the Settlement Agreement.

4. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

5. This Mortgage shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. As used in this Mortgage, the term Mortgagor shall be deemed and construed to include the heirs, personal representatives, successors and assigns of the Mortgagor named herein and the term Mortgagee shall be deemed and construed to include the heirs, personal representatives, successors and assigns of the Mortgagee named herein. This Mortgage may be modified or amended only by a writing signed by the parties hereto.

6. Any notices necessary or appropriate to be given in connection with this Mortgage shall be deemed given when given in writing and delivered by hand to the party to be notified or on the third day after such written notice is deposited for mailing with the United States Postal Service by registered or certified mail, postage and fees prepaid, addressed to the party to be notified at the following address:

If to Mortgagee: United States Attorney's Office
Southern District of Florida
Attn: AUSA Rosaline Chan
99 N.E. 4th Street
Miami, FL 33132

If to Mortgagor: Daniel M. Hurt
2416 N. Atlantic Blvd.
Fort Lauderdale, FL 33305

The address at which notice may be given to any party to this Mortgage may be changed by such party at any time by giving written notice of such change of address to the other parties hereto as provided in this paragraph.

8. In the event that any provision or clause of this Mortgage or the Settlement Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Settlement Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Settlement Agreement are declared to be severable.

9. This Mortgage shall be governed by and construed in accordance with the laws of the State of Florida.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage.



MORTGAGOR

Printed Name: Daniel Hurt

Address of Mortgager:

2416 N Atlantic Blvd

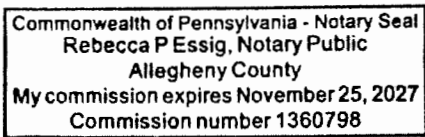
FT LAUDERDALE FL 33305

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

Sworn and subscribed before me by means of physical presence, this 6th day of May, 2024, by

Daniel M. Hurt.



Rebecca P. Essig
Notary Public, Commonwealth of Pennsylvania

(NOTARIAL SEAL)

Rebecca P. Essig
Print Name of Notary Public


Personally Known OR Produced Identification
Type of Identification Produced

EXHIBIT E

Cypress Creek Florida, LLC hereby acknowledges and consents to the surrender and turnover of the Cypress Creek Property as described in paragraph 1(f)(ii) of the Settlement Agreement.

DATED: 5/6/24

BY:



Cypress Creek Florida, LLC




Daniel M. Hurt



Title

DATED: 5/6/24

BY:




Colin Callahan
Flannery Georgalis, LLC
Counsel for Cypress Creek Florida, LLC

EXHIBIT F

Ascension Aviation, LLC hereby acknowledges and consents to the surrender and turnover of the Gulfstream Plane as described in paragraph 1(f)(iii) of the Settlement Agreement.

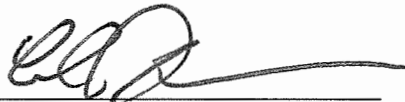
DATED: 5/6/24

BY: 
Ascension Aviation, LLC


Daniel M. Hurt

CEO
Title

DATED: 5/6/24

BY: 
Colin Callahan
Flannery Georgalis, LLC
Counsel for Ascension Aviation, LLC