

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”), Admera Health, LLC (“Admera”), Sunil Wadhwa, and Ken Newton (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Admera is a limited liability company incorporated in Delaware and headquartered in South Plainfield, New Jersey. Admera provides biopharmaceutical research services for healthcare institutions and provided clinical laboratory testing services to healthcare providers concerning pharmacogenomics until May 2021. Pharmacogenomics analyzes how a patient’s genetic attributes affect their response to therapeutic drugs. Admera no longer operates a clinical laboratory services business.

B. On July 11, 2019, Relators Sunil Wadhwa and Ken Newton (collectively, “Relators”) filed an action in the United States District Court for the Eastern District of California captioned *United States ex rel. Wadhwa and Newton v. Admera Health, et al.*, Case No. 2:19-CV-1288 JAM JDP, pursuant to the *qui tam* provisions of the False Claims Act and, thereafter, they filed a First Amended Complaint on November 9, 2020 (the “Civil Action”). Relators allege that, *inter alia*, Admera made commission-based payments to independent marketers in return for recommending or arranging for the ordering of genetic testing services in violation of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b (“AKS”).

C. The United States contends that Admera 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. Since May 21, 2021, Admera has not submitted claims for payment to Medicare or Medicaid.

E. The United States contends that it has certain civil claims against Admera for knowingly submitting false claims to Medicare and Medicaid that resulted from violations of the AKS, in connection with the conduct described below during the period September 1, 2014, through May 21, 2021 (hereinafter, the “Covered Conduct”):

1. Admera made millions of dollars of commission payments to independent-contractor marketers (the “Marketers”) to induce them to arrange for or recommend that healthcare providers order and refer clinical laboratory services, including genetic tests, to Admera that were reimbursable by Medicare and/or Medicaid.

2. Admera paid some Marketers between 33 and 50 percent of the Medicare reimbursements that it received for genetic tests arranged for or recommended by the Marketers. Alternatively, Admera paid other Marketers a flat fee for each genetic test referred to it. Both payment arrangements took into account the volume and value of genetic testing referrals for which payment was made by Medicare.

3. Admera was informed that the payment of commissions to independent-contractor marketers did not comply with the AKS, but continued to enter into contracts with Marketers and approve millions of dollars in commission payments to them to arrange for and recommend that healthcare providers order Admera’s genetic tests.

4. Admera did not undertake to terminate all its contracts with the Marketers until after CMS suspended Medicare payments to Admera in November 2020.

Admera admits, acknowledges, and accepts responsibility for the Covered Conduct.

F. Admera has entered or will enter into separate settlement agreements, described in Paragraph 1 below (the “Medicaid State Settlement Agreements”) with certain states in settlement of the conduct described in Paragraph E. States with which Admera executes a Medicaid State Settlement Agreement in the form to which Admera and the National Association of Medicaid Fraud Control Units (“NAMFCU”) have agreed, or otherwise in a form to which Admera and an individual State agree, shall be defined as “Medicaid Participating States.”

G. 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. Admera shall pay to the United States and the Medicaid Participating States collectively the sum of Five Million Five Hundred Thirty Seven Thousand Five Hundred Dollars (\$5,537,500) plus applicable interest, and the additional payments set forth in Paragraphs 1.c.–f. below (collectively, the "Settlement Amount"), by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice and the NAMFCU. For the payments described in Paragraphs 1.a.-f. below, 97.33% shall be paid to the United States (the "Federal Settlement Amount"), and 2.67% shall be paid to the Medicaid Participating States (the "State Settlement Amount"). The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

a. Within ten (10) business days of the Effective Date of this Agreement, Admera will make payment in the amount of \$225,000.

b. From the Effective Date until December 31, 2028 ("Payment Period"), Admera will pay \$5,312,500, plus interest at 4.75% per annum, the Federal Settlement Amount portion of which will be paid pursuant to the payment schedule attached as Exhibit A to this Agreement.

c. If Admera's annual revenue, measured on a fiscal year basis, including the revenue of any Qualifying Asset (defined below) exceeds the amounts set forth below in this Paragraph 1.c.i. through 1.c.vi. (the "Revenue Threshold Amounts"), Admera shall pay an

amount equal to three and one-half percent (3.5%) of annual revenue above the Revenue Threshold Amounts plus interest at 4.75% per annum, calculated quarterly (the “Contingent Payments”). The Revenue Threshold Amounts are:

- i. \$17,400,000 for the year ending December 31, 2023;
- ii. \$19,800,000 for the year ending December 31, 2024;
- iii. \$22,600,000 for the year ending December 31, 2025;
- iv. \$26,200,000 for the year ending December 31, 2026;
- v. \$30,500,000 for the year ending December 31, 2027; and
- vi. \$32,000,000 for the year ending December 31, 2028.

As referred to herein, a Qualifying Asset is any asset or assets of Admera or any of its affiliates, or any other property, entity, or venture in which Admera has an ownership interest, including inventory. Within one hundred eighty (180) calendar days following the close of Admera’s 2023 fiscal year, and within one hundred fifty (150) calendar days for subsequent fiscal years, Admera shall submit, for itself and any Qualifying Asset, annual audited financial statements and any other supporting documentation for the purposes of calculating the Contingent Payments.

Admera shall pay all owed Contingent Payments to the United States and Medicaid Participating States within two hundred ten (210) calendar days following the close of Admera’s 2023 fiscal year, and within one hundred eighty (180) calendar years for subsequent fiscal years.

d. During the Payment Period, Admera agrees to provide thirty (30) calendar days’ advance, written notice to the United States and the Medicaid Participating States of any sale, transfer, merger, or liquidation of any Qualifying Asset other than a PGx Sale Event as defined below (“Sale Event”). Upon the occurrence of each such Sale Event, within fifteen (15) calendar days of the closing of the Sale Event, Admera shall pay fifty percent (50%) of the total proceeds from the Sale Event to the United States and the Medicaid Participating States, less any

associated federal, state, and local tax payments and transaction fees (*e.g.*, broker fees, attorneys' fees and accountant fees) directly incurred by Admera in effectuating the Sale Event.

e. During the Payment Period, Admera agrees to provide thirty (30) calendar days' advance, written notice to the United States and the Medicaid Participating States of any sale of its intellectual property and other assets that were formerly utilized in its pharmacogenomics laboratory services business ("PGx Sale Event"). Upon the occurrence of a PGx Sale Event, Admera shall make a payment within fifteen (15) calendar days of the closing on the PGx Sale Event as follows: (1) if the PGX Sale Event Net Proceeds (defined below) do not exceed \$8,600,000, the payment will equal fifty percent (50%) of the PGX Sale Event Net Proceeds; or (2) if the PGX Sale Event Net Proceeds exceed \$8,600,000, the payment will equal \$4,300,000 plus sixty-seven percent (67%) of PGx Sale Event Net Proceeds in excess of \$8,600,000. For purposes of this paragraph *i.e.*, PGx Sale Event Net Proceeds means the amount received by Admera for the PGx Sale Event less transaction fees (including broker fees, attorneys' fees, and accountant fees) and federal, state and local tax payments.

f. Admera has informed the United States that there is a judgment against Admera in the amount of approximately \$3,340,000 ("Admera Judgment"), and that Admera has appealed that judgment. If, during the Payment Period, Admera's liability or obligations under the Admera Judgment are extinguished, reduced or otherwise modified, whether by court order, agreement, or otherwise ("Judgment Modification"), Admera shall notify the United States within fifteen (15) days of the Judgment Modification. If the Judgment Modification decreases or eliminates Admera's liability pursuant to the Admera Judgment, then Admera will make an additional payment to the United States ("Additional Payment") equal to twenty-five percent (25%) of the resultant decrease in Admera's liability under the Admera Judgment by the end of the Payment Period. For each Judgment Modification, Admera shall provide audited financial

statements and a written statement regarding how the Judgment Modification decreased Admera's liability and a calculation of the Additional Payment.

g. All payments by Admera to the United States under subparagraphs 1.a. through 1.f. up to \$19,326,273.20 are restitution to the United States ("Restitution Amount").

h. Admera shall have no obligation to make any payment to the United States pursuant to subparagraphs 1.a. through 1.f. to the extent that the payment will cause the Federal Settlement Amount to exceed two times the Restitution Amount.

2. Conditioned upon the United States receiving the Federal Settlement Amount, the United States agrees that it shall pay to Relators by electronic funds transfer 16 percent of each such payment received by the United States under Paragraph 1 of the Settlement Agreement ("Relators' Share") as soon as feasible after receipt of the payment.

3. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and subject to Paragraph 7 (concerning disclosure of assets), Paragraph 16 (concerning default), and Paragraph 17 (concerning bankruptcy) below, and upon the United States' receipt of the Federal Settlement Amount, plus interest due under Paragraph 1, the United States releases Admera 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.

4. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and subject to Paragraph 7 (concerning disclosure of assets), Paragraph 16 (concerning default), and Paragraph 17 (concerning bankruptcy) below, and upon the United States' receipt of the Federal Settlement Amount, plus interest due under Paragraph 1, Relators, for themselves and for their agents, successors, attorneys, heirs, and assigns (collectively "Relators' agents"), release

Admera from any civil claim the Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733. Nothing in this Agreement shall be interpreted in any way as affecting the ability of Relators to pursue any rights or remedies they may have, including under the False Claims Act, 31 U.S.C. §§ 3730(d), with respect to any action the United States may bring against, or amount the United States may otherwise recover from, any entity or individual other than Admera related to the Covered Conduct; provided, however, that nothing herein shall be deemed a concession by the United States that Relators are entitled to a share of any such recovery. The Relators and Relators' agents agree that they shall not independently pursue any claims arising from the Covered Conduct, including claims under 31 U.S.C. § 3730(c)(3), against any current employee, officer, director, member of Admera or member of Admera's Board of managers.

5. Notwithstanding the releases given in Paragraph 3 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 or permissive 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;

- 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.

6. 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 Relators' 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 relating to Admera 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 Action as it relates to Admera.

7. Admera has provided sworn financial disclosures and supporting documents (together "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. Admera warrants 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 Admera 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 Admera's 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 Admera 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 Federal Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of Admera's previously undisclosed assets. Admera agrees not to contest any collection action undertaken by the United States pursuant to this provision and agrees that it 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, Admera waives and agrees 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 Admera that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on July 11, 2019.

8. Admera waives and shall not assert any defenses Admera 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.

9. Admera fully and finally releases 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 Admera has 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.

10. Admera fully and finally releases the Relators and Relators' agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Admera has asserted, could have asserted, or may assert in the future against the Relators or Relators' agents, related to the filing of the Civil Action and the Relators' or Relators' agents' investigation and prosecution thereof. Admera further agrees that if any current employee, officer, director, member of Admera or member of Admera's Board of managers asserts, alleges, or presents any claims against the Relators or the Relators' agents related to the Covered Conduct or the filing of the Civil Action or the Relators' investigation and prosecution thereof, Admera shall defend, indemnify, and hold the Relators and Relators' agents harmless for all such claims.

11. 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 Admera agrees 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.

12. Admera agrees 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 Admera, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Admera's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) any payment Admera makes to the United States pursuant to this Agreement and any payments that Admera 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 Admera, and Admera 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 Admera or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Admera further agrees 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 Admera 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. Admera agrees that the United States, at a minimum, shall be entitled to recoup from Admera 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 Admera or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Admera 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 to audit, examine, or re-examine Admera's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

13. Admera agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Admera shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Admera further agrees to furnish to the United States, upon request, complete and unredacted copies, if any, of all non-privileged documents, reports, memoranda of

interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

14. 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 15 (waiver for beneficiaries paragraph), below.

15. Admera agrees that it waives 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.

16. The Federal Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to Admera's financial condition as reflected in the Financial Disclosures referenced in Paragraph 7.

a. In the event that Admera fails to pay the Federal Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Admera shall be in Default of Admera's payment obligations ("Default"). The United States will provide a written Notice of Default, and Admera shall have an opportunity to cure such Default within seven (7) business 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 Admera, or to such other representative as Admera shall designate in advance in writing. If Admera fails to cure the Default within seven (7) business 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 Federal 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), and Admera consents to a Consent Judgment in the amount of the remaining unpaid balance of the Settlement Amount plus accrued interest.

b. In the event of Uncured Default, Admera agrees 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 Admera for the claims that would otherwise be covered by the releases provided in Paragraph 3 above, with any recovery reduced by the amount of any payments previously made by Admera 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 Admera 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, Admera 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, Admera waives and agrees 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 Admera 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 July 11, 2019. Admera agrees 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 Admera from participating in all Federal health care programs until Admera pays the Federal Settlement Amount, with interest, as set forth above (“Exclusion for Default”). OIG-HHS will provide written notice of any such exclusion to Admera. Admera waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7) and agrees 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, Admera wishes to apply for reinstatement, it must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Admera 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.

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

a. Admera has reviewed its financial situation and warrants that it is 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 Federal 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 Admera, 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 Admera was 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 Admera's 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 Federal Settlement Amount is paid in full, Admera 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 Admera's debts, or to adjudicate Admera as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Admera or for all or any substantial part of Admera's assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Admera for the claims that would otherwise be covered by the releases provided in Paragraphs 3 and 4 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Admera in the amount of \$57,978,819.60 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 Admera, a receiver, trustee, custodian, or other similar official for Admera;

(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 Relators; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relators 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, 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. Admera agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 17.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. Admera 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). Admera waives 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 Admera that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on July 11, 2019.

18. Upon receipt of the payment described in Paragraph 1.a, above, the United States and Relators shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal as follows:

- a. Relators shall dismiss with prejudice the claims against Admera set forth in the Civil Action pursuant to Rule 41(a)(1); and
- b. The United States shall dismiss Admera with prejudice as to the Covered Conduct; all other claims against Admera on behalf of the United States set forth in the Civil Action shall be dismissed without prejudice as to the United States.

19. Admera and Relators have separately agreed to Admera's payment of attorneys' fees, expenses, and costs in an agreement entitled "Settlement Agreement Regarding Attorneys' Fees, Expenses, and Costs." Other than as set forth in that agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

21. 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 Eastern District of California. 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.

22. 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 or Relators from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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

25. This Agreement is binding on Admera's successors, transferees, heirs, and assigns.

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

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

28. 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.

[SIGNATURE PAGES FOLLOW]

THE UNITED STATES OF AMERICA

DATED: 7/10/24

BY: 
Colleen Kennedy
Assistant United States Attorney
Eastern District of California

DATED: 07/12/24

BY: 
Elizabeth J. Kappakas
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
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

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
Colleen Kennedy
Assistant United States Attorney
Eastern District of California

DATED: _____

BY: _____
Elizabeth J. Kappakas
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

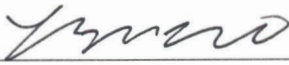
DATED: 07/08/24

BY: SUSAN GILLIN
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

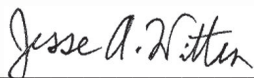
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GILLIN
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ADMERA HEALTH, LLC

DATED: 07/02/2024

BY: 
Yun Zhao
Chief Executive Officer

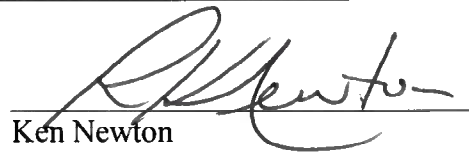
DATED: 07/02/2024

BY: 
Jesse A. Witten
Faegre Drinker Biddle & Reath LLP
Counsel for Admera Health, LLC

RELATOR KEN NEWTON

DATED: 7-4-2024

BY:


Ken Newton

DATED: _____

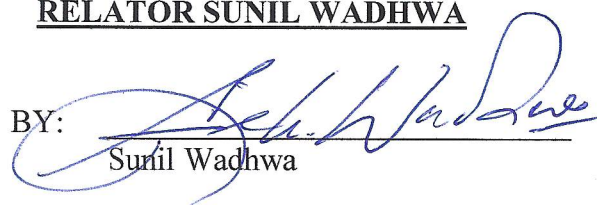
BY: _____

Michael A. Hirst
Hirst Law Group, P.C.
Counsel for Ken Newton

RELATOR SUNIL WADHWA

DATED: 7/4/24

BY:


Sunil Wadhwa

DATED: _____

BY: _____

Michael A. Hirst
Hirst Law Group, P.C.
Counsel for Sunil Wadhwa

RELATOR SUNIL WADHWA

DATED: _____

BY: _____
Sunil Wadhwa

DATED: 7/3/24

BY: Michael A. Hirst
Michael A. Hirst
Hirst Law Group, P.C.
Counsel for Sunil Wadhwa

EXHIBIT A

Federal Settlement Amount Payment Schedule

	<u>Principal</u>	<u>4.750% Interest</u>	<u>Total Payment</u>	<u>Balance</u>
Total Settlement				\$5,389,648.75
6/30/2024	\$218,992.50	\$0.00	\$218,992.50	\$5,170,656.25
12/31/2024	\$389,320.00	\$122,803.09	\$512,123.09	\$4,781,336.25
12/31/2025	\$973,300.00	\$227,113.47	\$1,200,413.47	\$3,808,036.25
12/31/2026	\$1,167,960.00	\$180,881.72	\$1,348,841.72	\$2,640,076.25
12/31/2027	\$2,640,076.25	\$125,403.62	\$2,765,479.87	\$0.00
	<u>\$5,389,648.75</u>	<u>\$656,201.90</u>	<u>\$6,045,850.65</u>	