

STATE SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (the “Agreement”) is entered into between the State of North Carolina (“the State”) and MD Spine Solutions LLC, d/b/a MD Labs Inc. (“MD Labs”), Denis Grizelj (“Grizelj”), and Matthew Rutledge (“Rutledge”) (collectively “MD Labs & Owners”), hereinafter collectively referred to as “the Parties,” through their authorized representatives.

II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

- A. At all relevant times, MD Labs, a California corporation headquartered in Reno, Nevada, operated a clinical laboratory and offered clinical laboratory services to health care providers and patients across the United States, specializing in urine drug testing (“UDT”), urinary tract infection testing (“UTI”), and pharmacogenetic testing (“PGT”).
- B. Denis Grizelj and Matthew Rutledge are co-founders, owners, and operators of MD Labs. Grizelj and Rutledge each own approximately 47.5% of MD Labs.
- C. On or about December 11, 2018, Omni Healthcare, Inc. (the “Relator”) filed a *qui tam* action in the United States District Court for the District of Massachusetts captioned *United States of America et al., ex. rel Omni Healthcare, Inc. v. MD Spine Solutions LLC, D/B/A MD Labs Inc. and Doe Healthcare Providers 1-100*, Civil Action No. 18-cv-12558 (the “Civil Action”).
- D. MD Labs & Owners have entered into a separate civil settlement agreement (the “Federal Settlement Agreement”) with the “United States of America” (the “United States”) as that term is defined in the Federal Settlement Agreement.

E. On April 13, 2021, the Centers for Medicare & Medicaid Services (“CMS”) suspended MD Labs’ Medicare payments pursuant to 42 C.F.R. § 405.371(a)(2) (“CMS Suspension”). The term “CMS Suspended Amount” refers to the funds that CMS held in suspense of payment to MD Labs from the date of implementation of the suspension through October 6, 2021. As of October 6, 2021, the CMS Suspended Amount was approximately \$1,644,826.28. By letter dated November 3, 2021, MD Labs was notified of the termination of the CMS Suspension.

F. The State contends that MD Labs & Owners caused claims for payment to be submitted to the State’s Medicaid Program (42 U.S.C. Chapter 7 Subchapter XIX), including “managed care entities” as defined by 42 U.S.C. § 1396u-2.

G. The State contends that it has certain civil and administrative causes of action against MD Labs & Owners who admit, acknowledge, and accept responsibility for engaging in the following conduct (the “Covered Conduct”):

From January 1, 2015 through December 31, 2019, MD Labs offered its health care provider (“HCP”) clients UDT, including presumptive UDT via an enzyme immuno-assay method and confirmatory UDT via a liquid chromatography mass spectrometry method. For those HCP clients who submitted orders to MD Labs for presumptive and confirmatory UDT, MD Labs performed both tests at or around the same time, and simultaneously reported the results of both tests to the HCP clients. For drug targets that are reliably detected by both presumptive and definitive testing methods, MD Labs & Owners knew, as defined by 31 U.S.C. § 3729(b)(1), that in certain situations HCPs would not use such presumptive test results in their medical decision-making because MD Labs reported more precise confirmatory test results to the HCPs at the same time. Although the laboratory is not responsible for ordering tests, MD Labs

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& Owners also knew, as defined by 31 U.S.C. § 3729(b)(1), that in certain situations HCP clients could not have reviewed such presumptive test results for those drug targets for which presumptive testing was available prior to ordering confirmatory UDT. Absent HCP-designated reflex orders in certain situations or clear orders from HCPs, for example, this confirmatory testing was not medically reasonable and necessary. Yet, from January 1, 2015 through December 31, 2019, MD Labs & Owners improperly billed, or caused to be billed, Medicaid for presumptive and confirmatory UDT that MD Labs simultaneously reported to HCP clients, without HCP-designated reflex orders in place.

H. The Parties mutually desire to reach a full and final settlement as set forth below.

III. TERMS AND CONDITIONS

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants and obligations set forth in this Agreement, and for good and valuable consideration as stated herein, the Parties agree as follows:

1. MD Labs & Owners have paid and will pay (as appropriate) to the United States and the Medicaid Participating States (as defined in Paragraph III.3.b. below) (collectively, the “Government Plaintiffs”) the sums specified in this Paragraph (collectively, the “Settlement Amount”), pursuant to the terms and conditions specified herein:

- a. MD Labs & Owners will make a total initial payment of \$3,000,000 (the “Initial Payment”), none of which payment shall be paid with any funds from the CMS Suspended Amount. Of this initial payment, \$2,287,010 has already been paid to the United States pursuant to the terms of the Federal Settlement Agreement and \$712,990 will be paid to the Medicaid Participating States.

- b. MD Labs & Owners have forfeited any and all right or claim to the CMS Suspended Amount pursuant to the terms of the Federal Settlement Agreement.
- c. MD Labs shall pay the Government Plaintiffs ten percent (10%) of its annual revenues derived from laboratory testing operations, as MD Labs reports revenue in its annual federal tax returns, each year for five years from 2022 through 2026, beginning one year from the Effective Date of the Federal Settlement Agreement, and shall do so regardless of whether MD Labs & Owners' payments—including the Initial Payment and payment under subparagraph 1.b—exceed the Minimum Guaranteed Payment (as defined below). At the same time that it makes each payment described in this subparagraph, MD Labs shall submit to the U.S. Attorney's Office for the District of Massachusetts documents sufficient to show how it calculated each such payment (including by providing a copy of the underlying annual federal tax returns).
- d. No later than five years from the Effective Date of the Federal Settlement Agreement, MD Labs & Owners, collectively, shall pay to the Government Plaintiffs no less than \$11,600,000 plus interest as set forth in subparagraph 1.f (the "Minimum Guaranteed Payment"). Payments made in accordance with subparagraphs 1.a, 1.b, and 1.c shall be credited towards the Minimum Guaranteed Payment.

- e. Under no circumstances shall MD Labs & Owners, individually or collectively, pay more than \$16,000,000 plus interest, as described in subparagraph 1.f, to the Government Plaintiffs (the “Maximum Payment”).
- f. MD Labs & Owners, individually or collectively, shall make a separate annual interest payment on the unpaid balance of \$11,600,000 with interest accruing at an annual rate of 1.5% from May 17, 2021, beginning one year from the Effective Date of the Federal Settlement Agreement and continuing, if necessary, until 2026. However, if MD Labs & Owners’ payments in accordance with subparagraphs 1.a, 1.b, and 1.c exceed \$11,600,000, MD Labs & Owners, individually or collectively, shall pay interest annually on the difference between \$11,600,000 and any amount owed pursuant to subparagraphs 1.a, 1.b, and 1.c in excess of \$11,600,000 (up to and including \$16,000,000), until and including their final payment. Such interest shall accrue at an annual rate of 1.5% from May 17, 2021. Amounts paid pursuant to 1.a, 1.b, and 1.c do not constitute interest payments.
- g. Following MD Labs’ payment of the fifth and final payment to the Government Plaintiffs in 2026 (as described in subparagraph 1.c), if MD Labs has not paid the Government Plaintiffs the Minimum Guaranteed Payment, Grizelj and Rutledge, jointly and severally, shall pay the Government Plaintiffs the difference between the Minimum Guaranteed Payment and all payments made pursuant to subparagraphs 1.a, b, and c.
- h. Any funds CMS suspends after October 6, 2021, until the termination of the CMS Suspension, shall be applied towards the Minimum Guaranteed Payment

and the Maximum Payment, but will not be considered “annual revenues derived from laboratory testing operations” for purposes of subparagraph 1.c.

- i. Within five years of the Effective Date of the Federal Settlement Agreement, if MD Labs & Owners obtain any insurance coverage for any payments relating to the substance of litigation, disputes, or claims relating to the United States’ investigation and/or the Covered Conduct (excluding coverage for legal fees and expenses), MD Labs & Owners shall also pay to the Government Plaintiffs seventy-five percent (75%) of the amount of each such insurance payment, within ten (10) business days of the date that the payment is made to, or on behalf of, MD Labs & Owners. MD Labs & Owners will request coverage under any applicable insurance policy. Following the Effective Date of the Federal Settlement Agreement and for five years thereafter, MD Labs & Owners will annually notify the U.S. Attorney’s Office for the District of Massachusetts, c/o Affirmative Civil Enforcement Chief, in writing of each such request under this subparagraph.
- j. For any such payment any one or more of MD Labs & Owners make pursuant to Paragraph 1 subparagraphs (c)-(i), MD Labs & Owners shall pay eighty-four point eight-three percent (84.83%) of such payment to the United States and fifteen point seventeen percent (15.17%) of such payment to the Medicaid Participating States.
- k. If MD Labs is sold, merged, or transferred, or all or substantially all of MD Labs’ assets are sold, merged, or transferred into another non-affiliated entity, MD Labs & Owners shall promptly notify the State, and all remaining

payments owed pursuant to the Settlement Agreement shall be accelerated and become immediately due and payable upon consummation of such transaction.

2. The entire balance of the Settlement Amount, or any portion thereof, may be prepaid without premium or penalty. If MD Labs & Owners elect to prepay the Settlement Amount, or any portion thereof, interest shall accrue through the date on which MD Labs & Owners make said prepayment.

3. The Settlement Amount shall constitute a debt immediately due and owing to the United States and the Medicaid Participating States on the Effective Date of the Federal Settlement Agreement, as defined therein and subject to the terms of this Agreement. The debt shall forever be discharged by payments to the United States and the Medicaid Participating States under the following terms and conditions:

- a. The total "Minimum Medicaid Guaranteed Payment" for the Covered Conduct is \$4,756,000.00 consisting of \$1,759,720.00 for the Medicaid Participating States pursuant to this Agreement and \$2,996,280.00 for the United States pursuant to the Federal Settlement Agreement. The total "Maximum Medicaid Payment" for the Covered Conduct is \$6,560,000.00 consisting of \$2,427,200.00 for the Medicaid Participating States pursuant to this Agreement and \$4,132,800.00 for the United States pursuant to the Federal Settlement Agreement. MD Labs & Owners shall pay to the Medicaid Participating States no less than the sum of \$1,759,720.00 for the Minimum Medicaid Guaranteed Payment plus accrued interest pursuant to Paragraph III.1.f and no more than the sum of \$2,427,200.00 for the

Maximum Medicaid Payment plus accrued interest pursuant to Paragraph III.1.f (the “Medicaid State Settlement Amount”). The Medicaid State Settlement Amount shall be paid according to the schedule in Paragraph III.1 above and immediately deposited by electronic funds transfer to the New York State Attorney General’s National Global Settlement Account pursuant to written instructions from the state settlement team (the “State Team”), which written instructions shall be delivered to counsel for MD Labs & Owners. The Medicaid Participating States’ share of the Initial Payment pursuant to Paragraph III.1.a above shall be due no later than seven (7) business days after the expiration of the 60-day opt-in period for Medicaid Participating States described in Paragraph III.3.b below. This electronic funds transfer shall constitute tender and negotiation of the State Amount as defined in Paragraph III.3.c below.

- b. MD Labs & Owners shall execute a State Settlement Agreement with any State that executes such an Agreement in the form to which MD Labs & Owners and the State Team have agreed, or in a form otherwise agreed to by MD Labs & Owners and an individual State. The State shall constitute a “Medicaid Participating State” provided this Agreement is fully executed by the State and delivered to MD Labs & Owners’ attorneys within 60 days of receiving this Agreement. MD Labs & Owners’ offer to resolve this matter with the State shall become null and void absent written agreement between counsel for MD Labs & Owners and the State Team to extend the 60-day period.

c. The total portion of the amount paid by MD Labs & Owners in settlement for the Covered Conduct under the Minimum Medicaid Guaranteed Payment for the State is \$275,308.61, consisting of a portion paid to the State under this Agreement and another portion paid to the United States as part of the Federal Settlement Agreement. The amount allocated to the State for the Minimum Medicaid Guaranteed Payment under this Agreement is the sum of \$120,771.47 plus applicable interest (the "Minimum State Amount"). The total portion of the amount paid by MD Labs & Owners in settlement for the Covered Conduct under the Maximum Medicaid Payment for the State is \$379,736.02, consisting of a portion paid to the State under this Agreement and another portion paid to the United States as part of the Federal Settlement Agreement. The amount allocated to the State for the Maximum Medicaid Payment under this Agreement is the sum of \$166,581.34 plus applicable interest (the "Maximum State Amount"). The final amount the State receives pursuant to the terms of Paragraph III.1 above, being between the Minimum State Amount and the Maximum State Amount, shall constitute the "State Amount." Of the State Amount, \$83,290.67 is restitution.

4. Contingent upon receipt of the Initial Payment described in Paragraph III.1.a above, the State agrees to dismiss without prejudice any state law claims which the State has the authority to dismiss currently pending against MD Labs & Owners in State or Federal Courts for the Covered Conduct including any supplemental state law claims asserted in the Civil Action. Upon receipt and deposit of the final payment as set forth in Paragraph III.1 above, the State agrees to submit to MD Labs & Owners a Stipulation of Dismissal with Prejudice for the

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Covered Conduct. Contingent upon receipt of the State Amount, the State, if served with the Civil Action and otherwise liable to pay a relator's share, agrees to pay the Relator, as soon as feasible after such receipt, such amounts as have been or will be negotiated with the Relator, which shall be set forth in a side letter issued to and executed by the Relator in the Civil Action.

5. Subject to the exceptions in Paragraph 6 below, in consideration of the obligations of MD Labs & Owners set forth in this Agreement, and conditioned upon tender and negotiation of the State Amount, the State agrees to release MD Labs & Owners, their predecessors and current and former parents, divisions, subsidiaries, successors, and assigns (collectively, the "MD Labs & Owners Released Entities"), from any civil or administrative monetary causes of action that the State has for any claims submitted or caused to be submitted to the State's Medicaid Program for the Covered Conduct.

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

- (a) any criminal, civil, or administrative liability arising under state revenue codes;
- (b) any criminal liability;
- (c) any civil or administrative liability that any person or entity, including the MD Labs & Owners Released Entities, has or may have to the State or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the release in Paragraph 5 above, including, but not limited to, any and all of the following claims: (i) claims involving unlawful or illegal conduct based on State or federal antitrust violations; and (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

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- (d) any liability to the State for any conduct other than the Covered Conduct;
- (e) any liability based upon obligations created by this Agreement;
- (f) except as explicitly stated in this Agreement, any administrative liability or right, including exclusion from the State's Medicaid Program;
- (g) any liability for expressed or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;
- (h) any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- (i) any liability for failure to deliver goods or services due; or
- (j) any liability of individuals not released pursuant to this agreement.

7. MD Labs & Owners have provided sworn financial disclosures and supporting documents ("Financial Disclosures") to the United States, and the State has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. MD Labs & Owners warrant that the Financial Disclosures provided to the United States were complete, accurate, and current as of the date provided. If, after the Effective Date of this Agreement, the State learns of asset(s) in which MD Labs & Owners had an interest of any kind as of the date of the disclosures (including, but not limited to, promises by insurers or other third parties to satisfy MD Labs & Owners' obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the State learns of any false statement or misrepresentation by MD Labs & Owners 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 \$1.6 million or more, the State may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct, or (b) commence an action (a

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“Collection Action”) to collect the full Maximum State Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of MD Labs & Owners’ previously undisclosed assets. MD Labs & Owners agree not to contest any Collection Action undertaken by the State pursuant to this provision and agree that they will immediately pay the State the greater of (i) a ten-percent (10%) surcharge of the amount collected in the Collection Action, or (ii) the State’s reasonable attorneys’ fees and expenses incurred in such a Collection Action, in each case, to the extent allowed under applicable law. In the event that the State, pursuant to this Paragraph, rescinds this Agreement, MD Labs & Owners 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 State within 120 calendar days of written notification to MD Labs & Owners that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on December 11, 2018.

8. MD Labs & Owners waive and shall not assert any defenses MD Labs & Owners may have to any criminal prosecution or administrative action for the Covered Conduct, which defenses may be based in whole or in part on a contention, under the Double Jeopardy Clause of the Fifth Amendment of the U.S. Constitution or the Excessive Fines Clause of the Eighth Amendment of the U.S. Constitution, that this Agreement bars a remedy sought in such criminal prosecution or administrative action.

9. In consideration of the obligations of the State set forth in this Agreement, the MD Labs & Owners Released Entities waive and discharge the State and any of its agencies, departments, and personnel including, but not limited to, officials, employees, and agents, whether current or former in their official and individual capacities from any causes of action

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(including attorneys' fees, costs, and expenses of every kind and however denominated) which the MD Labs & Owners Released Entities have asserted, could have asserted, or may assert in the future against the State and any of its agencies, departments, and personnel as previously referenced arising from the State's investigation and prosecution of the Covered Conduct.

10. The amount that MD Labs & Owners must pay to the State pursuant to Paragraph III.1. above will not be decreased as a result of the denial of any claims for payment now being withheld from payment by the State's Medicaid Program, or any other state program payor, for the Covered Conduct; and MD Labs & Owners agree not to resubmit to the State's Medicaid Program or any other state program payor, any previously denied claims, which denials were based on the Covered Conduct, and agree to withdraw the appeal of, or not to appeal or cause the appeal of, any such denials of claims.

11. MD Labs & Owners agree that they waive and shall not seek payment for any claims for reimbursement to the State's Medicaid Program covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors.

12. MD Labs & Owners expressly warrant that they have reviewed their financial condition and that they are currently solvent, meaning that a fair valuation of their property (exclusive of exempt property) exceeds the sum of their debts.

13. The Parties each represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

14. MD Labs & Owners agree to cooperate fully and truthfully with any State investigation of individuals or entities not released in this Agreement. Upon reasonable notice of such an investigation MD Labs & Owners shall encourage, and agree not to impair, the

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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 and of MD Labs & Owners. Upon request, MD Labs & Owners agree to furnish to the State complete and unredacted copies of all non-privileged documents including, but not limited to, reports, memoranda of interviews, and records in MD Labs & Owners' possession, custody or control, concerning any investigation of the Covered Conduct that MD Labs & Owners have undertaken, or that has been performed by another on MD Labs and Owners' behalf, as well as complete and unredacted copies of any other non-privileged documents in MD Labs & Owners' possession, custody, or control relating to the Covered Conduct.

15. Except as expressly provided to the contrary in this Agreement, each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

16. Except as otherwise stated in this Agreement, this Agreement is intended to be for the benefit of the Parties only, and the Parties do not release any liability as to any other person or entity.

17. Nothing in this Agreement constitutes an agreement by the State concerning the characterization of the amounts paid hereunder for purposes of the State's revenue code.

18. The Settlement Amount represents the amount the State is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to MD Labs & Owners' financial condition as reflected in the Financial Disclosures referenced in Paragraph III.7 above.

a. In the event that MD Labs & Owners fail to pay any portion of the Medicaid State Settlement Amount in accordance with the terms and conditions in Paragraph III.1 of this Agreement, MD Labs & Owners shall be in default of their payment obligations (“Payment Default”). The State will provide a written Notice of Payment Default, and MD Labs & Owners shall have an opportunity to cure such Payment Default within seven (7) business days from the date of receipt of the Notice of Payment Default by making the payment due under the payment schedule and paying any additional interest accruing under the Agreement up to the date of payment. Notice of Payment Default will be delivered to any one of MD Labs & Owners, or to such other representative as they shall designate in advance in writing. If MD Labs & Owners fail to cure the Payment Default within seven (7) business days of receiving the Notice of Payment Default and in the absence of an agreement with the State to a modified payment schedule (“Uncured Payment Default”), the remaining unpaid balance of the Medicaid State 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 Payment Default, on the remaining unpaid total (principal and interest balance).

b. In the event of an Uncured Payment Default, MD Labs & Owners agree that the State, 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 MD Labs & Owners for the claims that would otherwise be covered by the releases provided in Paragraph III.5 above, with any recovery reduced by the amount of any payments previously made by MD Labs & Owners to the State under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii)

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offset the remaining unpaid balance from any amounts due and owing to MD Labs & Owners and/or affiliated companies by any department, agency, or agent of the State at the time of Payment 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 State shall be entitled to any other rights granted by law or in equity by reason of Payment Default, including referral of this matter for private collection. In the event the State pursues a collection action, MD Labs & Owners agree immediately to pay the State (i) a ten-percent (10%) surcharge of the amount collected in the collection action, or (ii) the State's reasonable attorneys' fees and expenses incurred in such an action, in each case, to the extent allowed by applicable law. In the event that the State opts to rescind this Agreement pursuant to this Paragraph, MD Labs & Owners waive and agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the State against MD Labs & Owners 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 December 11, 2018. MD Labs & Owners agree not to contest any offset, recoupment, and/or collection action undertaken by the State pursuant to this Paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the State.

c. In the event of an Uncured Payment Default, the State may exclude MD Labs & Owners from participating in the State's Medicaid Program until MD Labs & Owners pay the Settlement Amount, with interest, and reasonable costs as set forth above ("Exclusion for Default"). The State will provide written notice of any such exclusion to MD Labs & Owners. MD Labs & Owners waive any further notice of the exclusion under applicable law and agree

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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, MD Labs & Owners wish to apply for reinstatement, each must submit a written request for reinstatement to the State in accordance with the State's applicable procedures. MD Labs & Owners will not be reinstated unless and until the State approves such request for reinstatement. The option for Exclusion for Payment Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

19. In addition to all other payments and responsibilities under this Agreement, MD Labs & Owners agree to pay the State Team's reasonable expenses and fees, including travel costs, consultant expenses, and administrative fees. MD Labs & Owners will pay this amount by separate check made payable to the National Association of Medicaid Fraud Control Units, after the Medicaid Participating States execute their respective Agreements, or as otherwise agreed by the Parties.

20. This Agreement is governed by the laws of the State and venue for addressing and resolving any and all disputes relating to this Agreement shall be the state courts of appropriate jurisdiction of the State.

21. The undersigned MD Labs & Owners signatories represent and warrant that they are authorized as a result of appropriate corporate action to execute this Agreement. The undersigned State signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement on behalf of the State through their respective agencies and departments.

22. The Effective Date of this Agreement shall be the date of signature of the last signatory to this Agreement. The facsimile, email or other electronically delivered signatures of
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the Parties shall be deemed to constitute acceptable binding signatures for purposes of this Agreement, and facsimile or electronic copies shall be deemed to constitute duplicate originals.

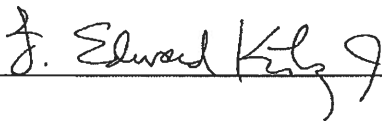
23. This Agreement shall be binding on MD Labs & Owners' successors, transferees, heirs, and assigns.

24. This Agreement constitutes the complete agreement between the Parties with respect to this matter and shall not be amended except by written consent of the Parties.

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

26. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by the Parties to this Agreement and shall not, therefore, be construed against any of the Parties for that reason. The recitals in Section I (Parties) and Section II (Preamble) are agreed to by the Parties. The headings of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

State of North Carolina

By:  Dated: 12/9/2021


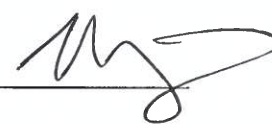
F. Edward Kirby, Jr.
Name
Director
Title
NCDOJ Medicaid Investigations Division
Organization

By:  Dated: 12/10/21 | 1:26 PM PST


Dave Richard
Name
Deputy Secretary, NC Medicaid
Title
NC Department of Health & Human Services, Division of Health Benefits
Organization

MD SPINE SOLUTIONS LLC, d/b/a MD LABS INC.

DATED: 3/22/22

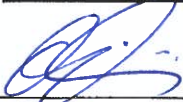
BY:  
DENIS GRIZELJ
MATT RUTLEDGE
Co-Founders MD Spine Solutions, LLC,
d/b/a MD Labs, Inc.

DATED: 3/23/22

BY: 
BARAK COHEN
BRIA COCHRAN
Counsel for MD Labs, Inc.

DENIS GRIZELJ

DATED: 3/22/22

BY: 

DENIS GRIZELJ
Co-Founder MD Spine Solutions, LLC,
d/b/a MD Labs, Inc.

DATED: 3/23/22

BY: 

BARAK COHEN
BRIA COCHRAN
Counsel for Denis Grizelj

MATTHEW RUTLEDGE

DATED: 3.22.22

BY: 

MATTHEW RUTLEDGE
Co-Founder MD Spine Solutions, LLC,
d/b/a MD Labs, Inc.

DATED: 3/23/22

BY: 

BARAK COHEN
BRIA COCHRAN
Counsel for Matthew Rutledge