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") and the Defense Health Agency ("DHA"), acting on behalf of the TRICARE Program (collectively, the "United States"), defendant Christopher Grottenthaler ("Grottenthaler"), and relator STF LLC ("Relator"), through their authorized representatives. Collectively, all of the above will be referred to as "the Parties."

RECITALS

A. Grottenthaler was the founder and CEO of True Health Diagnostics, LLC ("THD"), a Texas laboratory based in Frisco, Texas. Grottenthaler resided in Frisco, Texas during the period in which he was THD's CEO.

B. On October 21, 2015, Relator filed a *qui tam* action in the United States District Court for the Central District of California against Grottenthaler and others in a civil action captioned *United States ex rel. STF LLC v. True Health Diagnostics, LLC, et al.*, No. 2:15-cv-8251 (C.D. Cal.), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) ("California Civil Action"). On February 19, 2016, Relator filed an amended complaint against Grottenthaler and others in the California Civil Action. On July 18, 2016, the California Civil Action was transferred to the United States District Court for the Eastern District of Texas and was captioned *United States, et al. ex rel. STF LLC v. True Health Diagnostics, LLC, et al.*, No. 4:16-cv-547 (E.D. Tex.) ("Texas Civil Action"). On June 5, 2018, Relator filed a second amended complaint against Grottenthaler and others in the Texas Civil Action. Collectively, the California and Texas Civil Actions will be referred to herein as the "Civil Action."

C. On January 31, 2022, the United States filed a complaint-in-intervention in the Civil Action against Grottenthaler and others. On May 25, 2022, the United States filed an amended complaint against Grottenthaler and others at Docket Number 98 in the Civil Action ("United States' Amended Complaint").

D. On September 22, 2022, Grottenthaler was indicted in *United States v. Grottenthaler, et al.*, No. 6:22-cr-135-JDK (E.D. Tex.) ("Criminal Action"). On October 7, 2024, Grottenthaler pled guilty in the Criminal Action to Conspiracy to Commit Illegal Remunerations in violation of 18 U.S.C. § 371. Grottenthaler consented to forfeit $1,801,782.22 in the Criminal Action.

E. The United States contends that Grottenthaler 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"); the Medicaid Program, 42 U.S.C. §§ 1396–1396w-5 ("Medicaid"); and the TRICARE Program, 10 U.S.C. §§ 1071–1110b ("TRICARE").

F. The United States contends that it has certain civil claims against Grottenthaler arising from his submission, or causing the submission of, false claims to Medicare, Medicaid, and TRICARE from January 1, 2015, to May 31, 2018, as alleged in the United States' Amended Complaint (referred to below as the "Covered Conduct").

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

H. Without admitting to the specific factual allegations in the Civil Action, Grottenthaler accepts responsibility for his role in the Covered Conduct.

In consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Under the terms and conditions specified herein, Grottenthaler shall pay to the United States Four Million Two Hundred Fifty Thousand Dollars ($4,250,000.00) plus interest accruing at a rate of four and one-quarter percent (4.25%) per annum from May 30, 2025, and continuing until and including the date of payment (collectively, "Settlement Amount"), of which Two Million One Hundred Twenty-Five Thousand Dollars ($2,125,000.00) is restitution, by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice, according to the payment schedule attached as Exhibit A. The first payment of One Hundred Thousand Dollars ($100,000.00) in Exhibit A hereto, which shall be paid to the United States by September 2, 2025, is referred to herein as the "Initial Payment," and the remaining payments in Exhibit A hereto are referred to herein as the "Payments Over Time." The Payments Over Time may be prepaid, in whole or in part, without penalty or premium. Grottenthaler shall execute contemporaneously with this Agreement and provide to the United States a Promissory Note (attached as Exhibit B) in the total amount of the Payments Over Time. Under the terms and conditions specified in the Promissory Note (attached as Exhibit B) and the Security Agreement (attached as Exhibit C), the Payments Over Time shall be fully secured by assets sufficient to pay the Payments Over Time due and owing under this Agreement.

2. Conditioned upon the United States receiving from Grottenthaler each Settlement Amount payment in Paragraph 1 above, the United States shall pay to Relator by electronic funds transfer three and a half percent (3.5%) of each such payment received under the Agreement (Relator's Share) as soon as feasible after receipt.

3. No later than ninety (90) calendar days after the Effective Date of this Agreement, Grottenthaler shall pay Two Hundred Thousand Dollars ($200,000.00) to Relator's counsel, by electronic funds transfer pursuant to written instructions to be provided by Relator's counsel, for

expenses, attorneys' fees, and costs related to the Civil Action. Upon receipt of the payment referenced in this Paragraph (Paragraph 3), Relator, for itself and for its heirs, successors, attorneys, agents, and assigns, releases Grottenthaler from any claim for Relator's expenses, attorney's fees and costs under 31 U.S.C. § 3730(d) or otherwise.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, subject to Paragraph 17 (concerning default) and Paragraph 18 (concerning bankruptcy) below, and conditioned upon the United States' receipt of the full payment of the Settlement Amount, the United States releases Grottenthaler 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, as amended; or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 6 below, and upon the United States' receipt of the Settlement Amount, Relator, for itself and for its heirs, successors, attorneys, agents, and assigns, releases Grottenthaler from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729–3733.

6. Notwithstanding the release given in Paragraph 4 of this Agreement, or any other term of this Agreement, the following claims 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 healthcare 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 corporate entities;

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.

7. Relator and its 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 Relator's receipt of the Relator's Share, Relator and its 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 Action.

8. Except as provided in Paragraph 3 above, Relator, for itself, and for its heirs, successors, attorneys, agents, and assigns, releases Grottenthaler from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Relator has asserted, or could have asserted, on or at any time prior to the Effective Date of this Agreement.

9. Grottenthaler waives and shall not assert any defenses he may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole

or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

10. Grottenthaler fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that he has asserted, could have asserted, or may assert in the future against the United States, and its agencies, officers, agents, employees, and servants related to the Covered Conduct, the Civil Action, and the United States' investigation and prosecution thereof.

11. Grottenthaler releases Relator, and its heirs, successors, attorneys, agents, and assigns, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Grottenthaler has asserted, or could have asserted, on or at any time prior to the Effective Date of this Agreement.

12. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and Grottenthaler agrees 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.

13. Grottenthaler 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. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Grottenthaler or his present or former employees and agents in connection with:

(1) the matters covered by this Agreement;

(2) the United States' audit(s) and civil and criminal investigation(s) of the matters covered by this Agreement;

(3) Grottenthaler's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);

(4) the negotiation and performance of this Agreement; and

(5) the payments Grottenthaler makes to the United States pursuant to this Agreement,

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 Grottenthaler, and Grottenthaler 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 Grottenthaler to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Grottenthaler further agrees that within ninety (90) days of the Effective Date of this Agreement he 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 Grottenthaler, and shall request, and agrees, 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. Grottenthaler agrees that the United States, at a minimum, shall be entitled to recoup from Grottenthaler 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 Grottenthaler on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Grottenthaler's 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 Grottenthaler's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

14. Grottenthaler agrees to cooperate fully, truthfully, completely, and forthrightly with the United States' investigation(s) of, and/or legal proceeding(s) against, individuals and entities not released in this Agreement. Upon request by the United States and reasonable notice, Grottenthaler shall be available for interviews by the United States and shall fully, truthfully, completely, and forthrightly answer questions. Upon request by the United States and reasonable notice, Grottenthaler shall testify under oath fully, truthfully, completely, and forthrightly at any

and all trials of cases or other court proceedings, including depositions, at which his testimony may be deemed relevant by the United States. Grottenthaler agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in his possession, custody, or control relating to THD, Rockdale Hospital d/b/a Little River Healthcare, Jones County Regional Healthcare d/b/a Stamford Memorial Hospital (Stamford), management services organizations (MSOs), individuals and entities referenced in the United States' Amended Complaint and the agents thereof, and the conduct, transactions, and occurrences alleged in the United States' Amended Complaint.

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

16. Grottenthaler agrees that he 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.

17. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims against Grottenthaler arising from the Covered Conduct pursuant to the terms and conditions in this Agreement.

a. Grottenthaler shall be in default of this Agreement (Default) if he fails to pay the Settlement Amount as provided in Paragraph 1 above and Exhibit A hereto, or if he fails to comply materially with any other term or condition of this Agreement, including Paragraph 14 above (concerning cooperation).

b. If Grottenthaler fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above and Exhibit A hereto, Grottenthaler shall be in

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

c. In the event of Uncured Default, or a failure to comply materially with Paragraph 14 above (concerning cooperation), Grottenthaler 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 Grottenthaler for the claims that would otherwise be covered by the release provided in Paragraph 4 above, with any recovery reduced by the amount of any payments previously made by Grottenthaler 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 Grottenthaler 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, the Promissory Note in Exhibit B hereto, or the Security Agreement in Exhibit C hereto, 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, Grottenthaler 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, Grottenthaler 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 (i) are filed by the United States against Grottenthaler within one hundred twenty (120) days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date. Grottenthaler 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.

d. In the event of Uncured Default, or a failure to comply materially with Paragraph 14 above (concerning cooperation), OIG-HHS may exclude Grottenthaler from participating in all Federal healthcare programs or extend the term of Grottenthaler's exclusion (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Grottenthaler. Grottenthaler 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, Grottenthaler wishes to apply for reinstatement, he must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001–.3005. Grottenthaler will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

18. In exchange for valuable consideration provided in this Agreement, Grottenthaler acknowledges the following:

a. Grottenthaler has reviewed his financial situation and warrants that he 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 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 Grottenthaler, 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 Grottenthaler 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 Grottenthaler'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 Settlement Amount is paid in full, Grottenthaler 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 Grottenthaler's debts, or to adjudicate Grottenthaler as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Grottenthaler or for all or any substantial part of Grottenthaler'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 Grottenthaler for the claims that would otherwise be covered by the release provided in Paragraph 4 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Grottenthaler in the amount of Six Million Three Hundred Seventy-Five Thousand Dollars ($6,375,000.00), less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Grottenthaler, a receiver, trustee, custodian, or other similar official for Grottenthaler;

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

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relator pursuant to Paragraph 2 above 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 above, Relator shall, within thirty (30) days of written notice from the United States to the undersigned Relator's counsel, return to the United States all amounts recovered from the United States.

f. Grottenthaler agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 18(e) is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. Grottenthaler 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). Grottenthaler 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 one hundred twenty (120) days of written notification to Grottenthaler that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date.

19. Upon the United States' receipt of the Initial Payment, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the claims against Grottenthaler in the Civil Action pursuant to Rule 41(a)(1). The Joint Stipulation of Dismissal shall be with prejudice as to the United States' and the Relator's claims in the Civil Action against Grottenthaler as to the Covered Conduct and consistent with the terms and conditions of this Agreement.

20. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

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

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

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

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

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

27. All Parties consent to the United States' 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"). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[SIGNATURE PAGE(S) FOLLOW]

THE UNITED STATES OF AMERICA

DATED: 9/4/2025 BY: ______________________

CHRISTOPHER TERRANOVA
GAVIN THOLE
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

Digitally signed by BETTY YOUNG
Date: 2025.09.04 08:52:15 -05'00'

DATED: 9/4/2025 BY: ______________________

JAMES GILLINGHAM
BETTY YOUNG
Assistant United States Attorneys
United States Attorney's Office
Eastern District of Texas

EDWARD WILSON Digitally signed by EDWARD WILSON
Date: 2025.09.03 17:38:00 -04'00'

DATED: 9/3/2025 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

BORKENHAGEN.WESTON.EARL.1138755149 Digitally signed by BORKENHAGEN.WESTON.EARL.1138755149
Date: 2025.09.02 08:18:29 -04'00'

DATED: 9/2/2025 BY: ______________________

for SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

CHRISTOPHER GROTTENTHALER

DATED: 8/29/2025 BY: ______________________
CHRISTOPHER GROTTENTHALER

DATED: 8/26/25 BY: Andrew Wirmani
ANDREW WIRMANI
Reese Marketos LLP
Counsel for Christopher Grottenthaler

STF LLC

DATED: 8-26-25 BY: C. Riedel
CHRISTOPHER RIEDEL
Owner, STF LLC

DATED: ________ BY: ________
FELICE GERSH, M.D.
Owner, STF LLC

DATED: 08/26/2025 BY: Niall McCarthy
~~SARVENAZ FAHIMI~~
NIALL MCCARTHY
Cotchett, Pitre & McCarthy LLP
Counsel for STF LLC

STF LLC

DATED: ________ BY: ____________________

CHRISTOPHER RIEDEL
Owner, STF LLC

DATED: 8/26/25 BY: ____________________

FELICE GERSH, M.D.
Owner, STF LLC

DATED: 08/26/2025 BY: ____________________

SARVENAZ FAHIMI
NIALL MCCARTHY
Cotchett, Pitre & McCarthy LLP
Counsel for STF LLC

EXHIBIT A

Description	Date	Payment	4.25% Interest	Principal	Balance
					$4,250,000.00
Initial Payment	9/2/2025	$100,000.00	$46,517.12	$53,482.88	$4,196,517.12
1st Payment Over Time	10/1/2025	$100,000.00	$14,659.07	$85,340.93	$4,111,176.19
2nd Payment Over Time	1/1/2026	$100,000.00	$44,040.27	$55,959.73	$4,055,216.46
3rd Payment Over Time	5/1/2026	$4,111,878.39	$56,661.93	$4,055,216.46	$0.00
	Total:	**$4,411,878.39**	**$161,878.39**	**$4,250,000.00**	

EXHIBIT B

Promissory Note

1. For value received, and pursuant to the Settlement Agreement executed on September 4, 2025 (Settlement Agreement), the terms and definitions of which are incorporated by reference herein, debtor Christopher Grottenthaler (Debtor), for himself and his successors and assigns, promises to pay to the United States of America (United States), or its assignee, the full principal sum of Four Million Two Hundred Fifty Thousand Dollars ($4,250,000.00), plus interest at four and a quarter percent (4.25%) per annum, pursuant to the payment schedule in Exhibit A of the Settlement Agreement, herein incorporated by reference. This Note matures on the date of last payment on the Payment Schedule in Exhibit A, which is May 1, 2026, if at that time, the full debt amount has not been satisfied. Debtor has an address of 397 Dorado Beach E, Dorado, PR 00646. The United States has an address of the United States Attorney's Office for the Eastern District of Texas, 110 North College, Suite 700, Tyler, TX 75702.

2. Payments shall be made by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

3. This Note may be prepaid, in whole or in part, without penalty or premium. Partial prepayment does not alter the interest rate applicable each year as reflected in Paragraph 1 of this Note.

4. Pursuant to the Settlement Agreement, and to secure the Payments Over Time and this Note, Debtor will execute, contemporaneous with the Settlement Agreement, a Security Agreement (Security Agreement) in favor of the United States, in the form of Exhibit C, in which Debtor will grant the United States a first priority security interest in the Debtor's assets identified on Exhibit D-1 (First Priority Collateral) and a second priority security interest in the Debtor's assets identified on Exhibit D-2 (Second Priority Collateral) (collectively, Collateral). This Collateral is for the full principal sum of Four Million Two Hundred Fifty Thousand Dollars ($4,250,000.00), plus interest at four and a quarter percent (4.25%) per annum, pursuant to the payment schedule in Exhibit A of the Settlement Agreement.

5. Debtor is in default of this Note on the date of occurrence of any of the following events (Events of Default).

A. Debtor fails to pay any amount provided for in this Note within seven (7) calendar days from the date of Debtor's receipt of a Notice of Default pursuant to Paragraph 17(b) of the Settlement Agreement.

B. If prior to making the full payment of the amount due under this Note, any case, proceeding, or other action is instituted:

i. under any law relating to bankruptcy, insolvency, reorganization, or relief of Debtor, seeking to have any order for relief entered against Debtor, or seeking to adjudicate Debtor as bankrupt or insolvent; or

ii. seeking appointment of a receiver, trustee, custodian or other similar official for Debtor or for all or any substantial part of Debtor's assets.

C. Debtor's failure to pay the sums specified in Paragraph 1 of the Settlement Agreement within seven (7) calendar days from the date of Debtor's receipt of a Notice of Default pursuant to Paragraph 17(b) of the Settlement Agreement.

6. Debtor shall provide the United States written notice of an Event of Default specified in Paragraph 5(B) of this Note within five (5) business days of such event by overnight mail, delivered to the United States Attorney's Office for the Eastern District of Texas, 110 North College, Suite 700, Tyler, TX 75702.

7. Upon the occurrence of an Event of Default, without further notice or presentment and demand by the United States:

A. The remaining unpaid balance of the Payments Over Time, which is secured by the Security Agreement (Exhibit C), shall become immediately due and payable (Default Amount). Interest shall accrue on the Default Amount from the date of the Event of Default at twelve percent (12%) per annum, compounded daily.

B. The United States may take any action necessary to execute upon the Collateral and/or Security Agreement to secure its remaining debt.

C. The United States retains any and all other rights and remedies it has or may have under law and equity, and may exercise those rights or remedies.

D. No failure or delay on the part of the United States to exercise any right or remedy shall operate as a waiver of the United States' rights. No partial or single exercise by the United States of any right or remedy shall operate as a waiver of the United States' rights.

E. Debtor will pay the United States all reasonable costs of collection, including reasonable attorneys' fees and expenses.

8. Except as provided by law or regulation, Debtor shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, the Collateral without the written consent of the United States, which shall not be unreasonably withheld. The United States may grant consents, partial releases, subordinations, and satisfactions in accordance with regulations.

9. Waiver by the United States of any default by Debtor or his successors or assigns will not constitute a waiver of a subsequent default. Failure by the United States to exercise any right, power, or privilege which it may have by reason of default will not preclude the exercise of such right, power, or privilege so long as Debtor remains in Uncured Default of the Settlement Agreement as defined in Paragraph 17(b) of the Settlement Agreement or if a subsequent default occurs.

10. This Note shall be governed and construed according to the laws of the United States of America.

11. Debtor acknowledges that he is entering into this Note, freely, voluntarily and with no degree of compulsion whatsoever.

IN WITNESS THEREOF, Christopher Grottenthaler, appearing personally in Texas, and intending to be legally bound hereby and so bind his successors and assigns, has caused this Note to be executed, duly attested this 29th day of August, 2025.

Date: 8/29/2025

Christopher Grottenthaler

Commonwealth of Virginia, County of Prince William

On 29th August, 2025, before me the undersigned officer, personally came Christopher Grottenthaler, to me known who, being duly sworn, did depose and state that he resides in Texas, and he signed individually.

COMMONWEALTH OF VIRGINIA • ELECTRONIC NOTARY PUBLIC • N

Azeen Azeem

REGISTRATION NUMBER
7966620
COMMISSION EXPIRES
April 30, 2029

Electronic Notary Public

Notary Public AA

~~Territory of Puerto Rico~~

Commonwealth of Virginia, County of Prince William

My Commission Expires:

Notarized remotely online using communication technology via Proof.

EXHIBIT C

Security Agreement

1. THIS SECURITY AGREEMENT executed on August 29, 2025, for value received, is made between the United States of America (United States) and Christopher Grottenthaler (Debtor), whose mailing address is 397 Dorado Beach E, Dorado, PR 00646.

2. WHEREAS Debtor is justly indebted to the United States as evidenced by the Settlement Agreement, Promissory Note (Note) (Exhibit B), or other instruments, and in the future may incur additional indebtedness to the United States, which may also be evidenced by one or more promissory notes or other instruments, which have been executed by Debtor and which are payable to the order of the United States, and authorize acceleration of the entire indebtedness at the option of the United States upon any Uncured Default of the Settlement Agreement as defined in Paragraph 17(b) of the Settlement Agreement or any Event of Default as defined in Paragraph 5 of the Note by Debtor (collectively, Indebtedness); and it is the purpose and intent of this Security Agreement to secure prompt payment and the timely performance of all debts, liabilities, obligations and covenants of Debtor to the United States hereunder without limitation (hereafter called Obligations) contained therein.

NOW THEREFORE, in consideration of said Obligations and (1) to secure the prompt payment of all existing and future Indebtedness and liabilities of Debtor to the United States and of all renewals, modifications, and extensions of such Indebtedness, all with interest; (2) in any event and at all times to secure the prompt payment of all advances and expenditures made by the United States, with interest, as described in this Security Agreement; and (3) the timely performance of every covenant and agreement of Debtor contained in this Security Agreement or in any supplementary agreement:

DEBTOR GRANTS TO the United States a first priority security interest in the Debtor's assets identified on Exhibit D-1 (First Priority Collateral) and a second priority security interest in the Debtor's assets identified on Exhibit D-2 (Second Priority Collateral) (collectively, Collateral).

3. DEBTOR WARRANTS, COVENANTS, AND AGREES THAT:

(a) Debtor is the absolute and exclusive owner of the Collateral. The First Priority Collateral is free from all liens, encumbrances, security and other interests except any existing liens, encumbrances, security or other interests in favor of the United States which shall remain in full force and effect. The Second Priority Collateral is free from all liens, encumbrances, security and other interests except (i) any existing liens, encumbrances, security or other interests in favor of the United States which shall remain in full force and effect; and (ii) any mortgage obligations for the Second Priority Collateral that existed as of May 30, 2025, and have not been satisfied. Debtor will defend the Collateral against the claims and demands of all other persons.

(b) Debtor will (1) care for and maintain Collateral in a good and reasonable manner; (2) insure the Collateral in such amounts and manner as may be reasonably required by the United States, and if it fails to do so, the United States, at its option, may procure such insurance; (3) permit the United States to inspect the Collateral at any reasonable time; (4) not abandon the Collateral or encumber, conceal, remove, sell or otherwise dispose of it or of any interest in the Collateral, or permit others to do so, outside the ordinary course of business or without the prior written consent of the United States; (5) not permit the Collateral to be levied upon; and (6) maintain accurate records of the Collateral, furnish the United States any requested information related to the Collateral and allow the United States to inspect and copy all records relating to the Collateral.

(c) Debtor will pay promptly when due all: rents, taxes, insurance premiums, levies, assessments, liens, and other encumbrances, and costs of maintenance and other charges now or later attaching to, levied on, or otherwise pertaining to the Collateral or this security interest.

(d) The United States is authorized to file financing statements describing the Collateral, to file amendments to the financing statements, and to file continuation statements.

(e) Debtor will immediately notify the United States of: any material change in the Collateral or in the Collateral's location; change in their names, address, or location; change in any warranty or representation in this Security Agreement; change that may affect this security interest or its perfection; and any event of default.

(f) The United States may at any time pay any other amounts required in this Security Agreement to be paid by Debtor and not paid when due, including any costs and expenses for the preservation or protection of the Collateral or this security interest, as advances for the account of Debtor. All such advances shall bear interest at the rate borne by the Note.

(g) In order to secure or better secure the above-mentioned Obligations or Indebtedness, Debtor agrees to execute any further documents and to take any further actions reasonably requested by the United States to evidence or perfect the security interest granted herein or to effectuate the rights granted to the United States herein.

4. IT IS FURTHER AGREED THAT:

(a) Until default, Debtor may retain possession of the Collateral.

(b) Default shall exist under this Security Agreement if Debtor fails to perform or discharge any obligation or to pay promptly any Indebtedness secured by this Security Agreement or to observe or perform any covenants or agreements in this Security Agreement or in any supplementary agreement contained, or if any of Debtor's representations or warranties herein prove false or misleading, or upon the dissolution or winding up, or their equivalent, of Debtor or upon his bankruptcy or insolvency. Upon any Uncured Default of the Settlement Agreement as defined in Paragraph 17(b) of the Settlement Agreement or any Event of Default as defined in Paragraph 5 of the Note by Debtor:

(1) The United States, at its option, with or without notice as permitted by law may (a) declare the unpaid balance on the Obligations and any Indebtedness secured by this Security Agreement immediately due and payable; (b) enter upon the premises and take possession of, repair, improve, use, and operate the Collateral or make the Collateral usable, for the purpose of protecting or preserving the Collateral or this lien, or

preparing or processing the Collateral for sale, and (c) exercise any sale or other rights accorded by law. The United States may disclaim all warranties relating to title, possession, quiet enjoyment, merchantability, fitness or the like in any disposition of the Collateral;

(2) Debtor (a) agrees to assemble the Collateral and make it available to the United States at such times and places as designated by the United States; and (b) waives all notices, exemptions, compulsory disposition and redemption rights;

(3) A default shall exist under any other security instrument held by the United States and executed or assumed by Debtor on real property or personal property related thereto. Likewise, default under such other security instrument shall constitute default under this Security Agreement.

(c) Proceeds from disposition of Collateral shall be applied first on expenses of retaking, holding, preparing for sale, processing, selling and the like and for payment of reasonable attorneys' fees and legal expenses incurred by the United States, second to the satisfaction of prior security interests or liens to the extent required by law, third to the satisfaction of Indebtedness secured by this Security Agreement, fourth to the satisfaction of subordinate security interests to the extent required by law, and fifth to any obligations of Debtor owing to the United States. Any proceeds collected under insurance policies shall be applied first on advances and expenditures made by the United States, with interest, as provided above, second on the debt evidenced by the Settlement Agreement and Note, unless the United States consents in writing to their use by Debtor under the United States' direction for repair or replacement of the Collateral, third on any other obligation of Debtor owing to the United States, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies.

(d) It is the intent of Debtor and the United States that to the extent permitted by law and for the purpose of this Security Agreement, no Collateral covered by this Security Agreement is or shall become realty or accessioned to other goods.

(e) Debtor agrees that the United States will not be bound by any present or future State exemption laws. Debtor expressly WAIVES the benefit of any such State laws.

(f) The United States may comply with any applicable State or Federal law requirements in connection with the disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(g) If any provision of this Security Agreement is held invalid or unenforceable, it shall not affect any other provisions, but this Security Agreement shall be construed as if it had never contained such invalid or unenforceable provision.

(h) The rights and privileges of the United States under this Security Agreement shall accrue to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this Security Agreement shall bind personal representatives, heirs, successors, and assigns.

(i) Failure of the United States to exercise any right, whether once or often, shall not be construed as a waiver of any covenant or condition or of the breach of such covenant or condition. Such failure shall also not affect the exercise of such right without notice upon any subsequent breach of the same or any other covenant or condition.

(j) THE UNITED STATES HAS INFORMED DEBTOR THAT DISPOSAL OF PROPERTY COVERED BY THIS SECURITY AGREEMENT WITHOUT THE CONSENT OF THE UNITED STATES, OR MAKING ANY FALSE STATEMENT IN THIS SECURITY AGREEMENT OR ANY RELATED DOCUMENT, MAY CONSTITUTE A VIOLATION OF FEDERAL CRIMINAL LAW.

5. This Security Agreement shall be governed and construed according to the laws of the United States of America.

6. Debtor acknowledges that it is entering into this Security Agreement, freely, voluntarily and with no degree of compulsion whatsoever.

7. Debtor certifies that the signing party below is fully authorized to bind the entity and sign on its behalf.

IN WITNESS THEREOF, Christopher Grottenthaler, appearing personally in Texas, and intending to be legally bound hereby and so bind his successors and assigns, has caused this Note to be executed, duly attested this 29th day of August, 2025.

Date: 8/29/2025

Christopher Grottenthaler

Commonwealth of Virginia, County of Prince William

On 29th August, 2025, before me the undersigned officer, personally came Christopher Grottenthaler, to me known who, being duly sworn, did depose and state that he resides in Texas, and he signed individually.

COMMONWEALTH OF VIRGINIA · ELECTRONIC NOTARY PUBLIC · N
Azeen Azeem
REGISTRATION NUMBER
7966620
COMMISSION EXPIRES
April 30, 2029

Electronic Notary Public

Notary Public
xx~~Territory of Puerto Rico~~xxxx AA
Prince William, Virginia
My Commission Expires: 04/30/2029

Notarized remotely online using communication technology via Proof.

EXHIBIT D-1 – COLLATERAL (FIRST PRIORITY)

Christopher Grottenthaler's brokerage account at Oppenheimer & Co. Inc. (account number G24-2066681) and all funds, investments, and holdings therein.

One Hundred Percent (100%) of the Class A Interests in CLG Capital, LLC, a Delaware limited liability company.

One Hundred Percent (100%) of CLG Capital, LLC's interests in Ellie Holdings, LLC, as of May 30, 2025.

One Hundred Percent (100%) of CLG Capital, LLC's interests in Pedestal SVN Investments, LLC, as of May 30, 2025.

EXHIBIT D-2 – COLLATERAL (SECOND PRIORITY)

The real property defined as the "Property" in Exhibit E.

EXHIBIT E

---On the same date of its execution I issued the first certified copy of this deed at the request of Christopher Leo Grottenthaler ---------

---I ATTEST-------------

NOTARY PUBLIC

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NÉSTOR J. LO PRESTI REYES
PUERTO RICO
ABOGADO NOTARIO

-------------- **NUMBER SIXTEEN (16)** ---------------

----------- **DEED OF PURCHASE AND SALE** ------------
---------- **AND DECLARATION OF HOMESTEAD** ----------

---In the City of Dorado, Commonwealth of Puerto Rico, this seventh (7^{th}) day of June, two thousand twenty three (2023). -----------------------------

------------------ **BEFORE ME** --------------------

---NÉSTOR J. LO PRESTI REYES, Attorney at Law and Notary Public in and for the Commonwealth of Puerto Rico, with offices located on the Sixteenth (16^{th}) Floor of the Popular Center building located at Two Hundred Eight (208) Ponce de León Avenue, Hato Rey, San Juan, Puerto Rico, and residence in Guaynabo, Puerto Rico. ---------------------------------------

-------------------- **APPEAR** ---------------------

---**AS PARTY OF THE FIRST PART: ANDREW JOSEPH STAHL** and **AMY ROSE MAXON,** who in accordance with the naming conventions of their country of origin manifest not to use a second surname, both of legal age, married to each other, property owners, and residents of Dorado, Puerto Rico (collectively, the "SELLER"). ---------------------------------------

---**AS PARTY OF THE SECOND PART: CHRISTOPHER LEO GROTTENTHALER**, who in accordance with the naming conventions of his country of origin manifests not to use a second surname, of legal age, single, property owner, and resident of Dorado, Puerto Rico (the "PURCHASER"). ----------------------------

---I, the undersigned Notary, do hereby certify

EXHIBIT E

that I personally know the SELLER and the PURCHASER, and I further certify through their statements as to their age, civil status, profession, and residence. They assure me of having, and in my judgment they do have, the necessary legal capacity to execute this instrument and therefore they freely and voluntarily: -------

--------------------- **STATE** ----------------------

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---**FIRST:** Title. The SELLER represents and warrants that the SELLER is the owner in fee simple ("pleno dominio") of the following real property (the "Property) described in the Registry of Property of Puerto Rico, Fourth Section of Bayamón (the "Registry"), as follows: --------------------

-----"RÚSTICA: Predio de terreno identificado con el número trescientos noventa y siete (397) en el plano de la Urbanización Dorado Beach East, radicado en el Barrio Higuillar del término municipal de Dorado, Puerto Rico, con una cabida de mil trece punto veintidós metros cuadrados (1,013.22 m.c.), equivalentes a dos mil quinientos setenta y ocho (0.2578) diezmilésimas de cuerda. En lindes por el NORTE, con el solar trescientos noventa y seis (396); por el SUR, con el solar número trescientos noventa y ocho (398); por el ESTE, con los solares cuatrocientos ocho (408) y cuatrocientos nueve (409); y por el OESTE, con la Calle número diez y nueve (19). En el solar descrito anteriormente se encuentra construida una edificación de hormigón y bloques dedicada a vivienda." --------------------------------------

---The Property is recorded in the Registry at page 121 of volume 264 of Dorado, property number 13,843. ---

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---The Property Tax Identification Number assigned by the Municipal Revenue Collection Center ("CRIM", by its acronym in Spanish) to the Property is: 037-024-314-35-000. ---------------------------------

---The SELLER acquired fee simple title to the Property by purchase pursuant to Deed Number Two

(2) executed on January thirty one (31), two thousand twenty two (2022), before Notary Public Guillermo San Antonio Acha, recorded in the Registry at Karibe volume of Dorado, property number 13,843, sixth (6th) inscription.-----------

---**SECOND**: Liens and Encumbrances. The Property is subject to the following liens and encumbrances: -

-----(a) By its origin: --------------------------

-------(i) Easement in favor of the Puerto Rico Aqueduct and Sewer Authority. --------------------

-------(ii) Easement in favor of the Puerto Rico Electric Power Authority. ------------------------

-------(iii) Four (4) easements in perpetuity in favor of Legends of Dorado Beach, S.E. to access, install, operate, and repair telephone and cable television lines. --------------------------------

-------(iv) Four (4) easements in favor of the Puerto Rico Telephone Company. ------------------

-------(v) Easement in favor of properties number 845, 1,115, 5,160, 506, 507 and 684. -------------

-------(vi) Easement to access and use wells, auxiliary equipment, pipelines, and buildings. ---

-------(vii) Easement in favor of the Sardinera property. ---------------------------------------

-------(viii) Easement in perpetuity to access and use water supplies, pumps, and irrigation systems.

-------(ix) Easement for the wiring of electric power lines. ------------------------------------

-------(x) Easement in favor of property owned by Miguel Martorell and Blanca Galán. ---------------

-------(xi) Easement to access and use wells and pipelines. ---------------------------------------

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-------(xii) Restrictive covenants from property number 5,143. -------------------------------------

-------(xiii) Easement for pipelines in favor of property number 5,139. ---------------------------

-------(xiv) Restrictive covenants from property number 9,673. -------------------------------------

-----(b) By itself: Free and clear. --------------

---**THIRD**: Purchase and Sale. The SELLER hereby sells, transfers and conveys good and recordable fee simple title to the Property to the PURCHASER, and the PURCHASER hereby purchases and acquires said fee simple title from the SELLER, with all of its rights, easements, servitudes and improvements, free and clear of any and all liens and encumbrances except for the liens described in paragraph SECOND. The PURCHASER accepts the Property in an "as is" and "where is" condition, without any representation or warranty from the SELLER. --

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---**FOURTH**: Delivery of Possession. Delivery to the PURCHASER of the legal and material possession of the Property is hereby effected by the SELLER by the execution of this Deed, without any further formalities being required. SELLER expressly warrants to PURCHASER the legal and peaceful physical possession in fee simple ("pleno dominio") of the Property. ----------------------------------

---**FIFTH**: Purchase Price. The purchase price for this transaction is the lump sum ("precio alzado") of FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS ($4,500,000.00) (the "Purchase Price"), which amount is paid by the PURCHASER to the SELLER as

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PUERTO RICO
ABOGADO NOTARIO

EXHIBIT E

follows: --

-----One: The sum of FORTY FIVE THOUSAND DOLLARS ($45,000.00) was paid by the PURCHASER to the SELLER as earnest money deposit and is applied to the Purchase Price. ------------------------------

-----Two: The remaining unpaid balance of the Purchase Price, that is, the sum of FOUR MILLION FOUR HUNDRED FIFTY FIVE THOUSAND DOLLARS ($4,455,000.00), is paid by the PURCHASER to the SELLER concurrently with the execution of this Deed. --

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---The SELLER hereby acknowledges receipt of the sums set forth above from the PURCHASER, which sums have been paid by the PURCHASER to the SELLER in legal tender of the United States of America. ----

---**SIXTH:** HOA Fees and Real Property Taxes. The SELLER shall pay all Homeowner's Association (HOA) fees and all real property taxes, impositions and assessments corresponding to the Property through the date of execution of this Deed, and thereafter all said fees, taxes, impositions and assessments shall be for the account of the PURCHASER. -------

---**SEVENTH:** Costs and Expenses. The Internal Revenue and Legal Assistance stamps to be cancelled on the original of this Deed, as well as the notarial fees related to this Deed, shall be for the account of the SELLER, while the Internal Revenue and Legal Assistance stamps to be cancelled on the first certified copy of this Deed, as well as the vouchers and recording fees thereof, shall be for the account of the PURCHASER. -------------

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---**EIGHTH:** Broker. The appearing parties each represent and warrant to the other that they have not dealt with any real estate broker in connection with the purchase and sale of the Property, except for Clear Ocean Group, LLC. ----------------------

---**NINTH**: Additional Documents. The appearing parties convey and agree that they will execute and deliver, at the request of the other party, at its own cost, whatever additional instruments may be necessary or convenient to carry out and complete the conveyance contemplated by this instrument and its proper recording in the Registry. ------------

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---**TENTH**: Headings. The headings of the Articles of this Deed are for convenience and are not to be deemed to be controlling over the text of any such Article. --

---**ELEVENTH**: Homestead Act. The undersigned Notary, in accordance with the provisions of Act Number One Hundred Ninety-Five (195) of September thirteen (13), two thousand eleven (2011), known as the "Right to Home Protection and Family Home Act *(Ley del Derecho a la Protección del Hogar Principal y el Hogar Familiar)"* (the "Homestead Act"), has advised the PURCHASER that he can establish a right to homestead upon the Property if it will be his primary residence. However, the Notary has warned the PURCHASER that the Homestead Act provides that said homestead shall be deemed waived in the following cases: ------------------

-----(a) In all cases in which the owner obtains a mortgage and lien upon the property protected. ---

-----(b) In cases of collection of state and/or federal taxes. -----------------------------------

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EXHIBIT E

-----(c) In cases where the Federal Bankruptcy Code applies, in which case any issues would be ruled by the aforesaid Code. -----------------------------

-----(d) In all cases of loans, mortgages, contracts and "contratos refaccionarios" constituted in favor of, or secured or granted by, the Puerto Rico Production Credit Association, Small Business Administration, the Puerto Rico Housing Finance Authority *(Autoridad para el Financiamiento de la Vivienda de Puerto Rico)*, the Federal Administration of Farmers Housing *(Administración Federal de Hogares de Agricultores)*, the Federal Home Administration (FHA), the Veterans Administration of the United States *(Administración de Veteranos de Estados Unidos)*, and the Department of Economic Development and Commerce of Puerto Rico *(Departamento de Desarrollo Económico y Comercio de Puerto Rice)*, and the successors of the aforementioned entities and for any other agency or state or federal agency that guarantees mortgage loans that are secured and sold on the secondary market. --------------------

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---The PURCHASER states that the Property will be his primary residence and, therefore, it is the intent of the PURCHASER to establish a right to homestead upon the Property by the execution of this Deed. --------------------------------------

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---**TWELFTH:** Petition to the Registrar. The appearing parties respectfully request the Honorable Registrar of Property to record the foregoing conveyance of the Property and fee simple title thereto in favor of the PURCHASER. ---------

EXHIBIT E

-------------------- **ACCEPTANCE** --------------------

---The appearing parties accept this Deed as drafted and confirm that the same has been drawn in accordance with their instructions and I, the Notary, do hereby certify that I have advised the appearing parties (i) that the Property is described and the liens and encumbrances over the Property are listed herein as reflected by certain title report prepared by an independent third party and not by the undersigned Notary; (ii) that this Deed must be filed and recorded in the Registry, which filing the appearing parties have agreed will be performed by a third party unrelated to the Notary, for which reason, the appearing parties agreed that the Notary shall not be responsible for such filing; (iii) of the possibility of intervening documents affecting the title of the Property being preserved for recordation prior to the execution and/or filing of this Deed and of the preference or seniority that said intervening liens and/or encumbrances may gain by such prior execution or earlier filing; (iv) of the desirability of verifying the status of liens and encumbrances on the Property as may appear from the Registry on this day and of the adverse consequence which may result from the failure to do so; (v) of the advisability of verifying the environmental status of the Property; (vi) of the desirability of reviewing and examining the balance of any unpaid real property taxes which may be due in connection with the Property and of the adverse consequences which may result from the failure to do so; (vii)

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of the possible existence and pendency of additional unrecorded statutory liens and real property taxes (including the statutory preferred legal mortgage in favor of the Commonwealth of Puerto Rico for real property taxes for the last five (5) years and the current tax year); (viii) of the statutory requirement that the conveying party give notice of this transaction to the Puerto Rico Department of Treasury and CRIM; (ix) that if the Property is located in a flood zone according to the Municipal Flood Plans prepared by the Federal Government, any title holder and/or present or future occupant thereof is obligated by law to observe and comply with the requirements and provisions of the Regulations for Flood Zones, under admonishment that non-compliance therewith may be an illegal act as provided by the Flood Zone Act, Section Three (3) of Act Eleven (11) of March eight (8), Nineteen Eighty Eight (1988), 23 L.P.R.A. Section 225(g). The PURCHASER acknowledges having been fully warned of this requirement and binds itself to fully comply therewith to the full extent the same is applicable; and (x) that the PURCHASER shall request any exemption it may be entitled to in connection with the Property. --------------------

---I, the Notary, hereby certify that I have advised the appearing parties, particularly the PURCHASER, that if any structure on the Property was constructed prior to the year nineteen seventy eight (1978), the Residential Lead Base Paint Hazard Act (42 USC Section 4851 et seq.) is

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NÉSTOR J. LO PRESTI REYES PUERTO RICO ABOGADO-NOTARIO applicable. Said law imposes sellers, their agent or realtor, if any, and before the purchaser is bound by a contract, the obligation to: (i) disclose its knowledge of the presence of lead base paint or any other known hazard in the property; (ii) provide a ten (10) day period to allow the purchaser to inspect the property to that effect; and (iii) provide an information booklet prepared by the Environmental Protection Agency. The non-compliance with the requirements of said law exposes sellers to be liable for damages. Knowing the content of the present warning, the appearing parties agree and continue with the execution of this Deed. ---------------------------------------

---I, the Notary, hereby certify that the appearing parties read this Deed, that I advised the appearing parties of their right to have witnesses present at its execution, which right they waived, and that I advised them of the legal effect of this Deed; and they acknowledged that they understood the contents of this Deed and such legal effect, and thereupon they signed this Deed before me affixing their initials to each and every page thereof. --

---I further certify and attest that the appearing parties and I know and fully understand the English language. --

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NÉSTOR J. LO PRESTI REYES
PUERTO RICO
ABOGADO-NOTARIO

EXHIBIT E

---TO ALL OF WHICH, under my signature and seal, signing and sealing the same according to law, I, the undersigned Notary, ATTEST.-------------------

Amy Mayon

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