

States or Shipp has or may have against Defendants, or any of them, relating to or arising out of or in connection with any of the allegations set forth in the Complaint.

10. In consideration of the mutual promises and covenants set forth herein, Defendants, and each of them, do hereby release and discharge Shipp from any and all claims, causes of action, and agreements, at law or in equity, which the Defendants, or any of them, ever had or may presently have arising from or in any way related to Shipp's employment at Healthtech, the Separation Agreement and Release entered into between Healthtech and Shipp dated July 13, 1993, and the filing of this litigation.

11. Claims Reserved. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement are any and all:

- (1) criminal liability that may arise from the alleged conduct described in the Complaint, and any administrative action (resulting from criminal liability) for mandatory exclusion from the Medicare and State health care programs pursuant to 42 U.S.C. § 1320a-7(a);
- (2) claims that may arise under Title 26, United States Code (Internal Revenue Service Code) or under securities laws;
- (3) liability to the United States (or any agencies thereof) for any conduct other than the alleged conduct described in the Complaint;
- (4) claims against any individuals, including officers and employees of the Defendants, who are criminally indicted or convicted, or who enter into criminal plea agreements, if such claims are based on the alleged conduct described in the Complaint;
- (5) claims related to Medicare billings other than those described in the Complaint;
- (6) claims related to obligations created by this Agreement.

12. Entire Agreement. It is understood and agreed that, except as expressly stated herein, this Agreement expresses the full and complete settlement of liabilities claimed and denied, and there is absolutely no agreement or reservation not clearly expressed herein. This Agreement may not be altered or amended except by written consent of the Undersigned Parties.

13. Breach of Agreement. Should either the Healthtech Defendants or BKD fail to comply with the terms set forth above, the USA may, as its sole option, exercise one or more of the following rights:

a. Declare this settlement breached as to the breaching Defendant(s) and proceed against the breaching Defendant(s) for the underlying claims, crediting any amount paid by such Defendant(s) against final judgment in such action;

b. File an action against the breaching Defendant(s) for specific performance of the terms set out above. Should the United States prevail in such action, it shall be entitled to an award of attorneys' fees in its favor and against the breaching Defendant(s) for prosecuting such action; and

c. Exercise any other right granted by law, or recognizable at common law or equity against the breaching Defendant(s).


Any breach of this Agreement by the Healthtech Defendants shall not affect this Agreement as between the United States, Shipp and BKD. Any breach of the Agreement by BKD shall not affect this Agreement as between the United States, Shipp, and the Healthtech Defendants.

14. Assigns. All provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective heirs, legal representatives, partners, successors and assigns of the parties.

15. Governing Law. This Agreement shall be construed in accordance with the laws of the United States and the State of Texas.

16. Authority to Execute Agreement. Each person who signs the Agreement in a representative capacity warrants that he or she is duly authorized to do so, and that they have all necessary approval to enter into this Agreement and lawfully bind the parties to the terms and conditions herein.

THE U.S. DEPARTMENT OF JUSTICE



By: Assistant United States Attorney

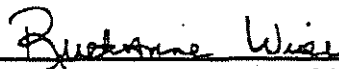
JACK SHIPP, Individually and as Realtor

HEALTHTECH REHABILITATION, INC. - TEXAS



By: Ruthanne Wise, President

HEALTHTECH REHABILITATION, INC.-CALIFORNIA



By: Ruthanne Wise, President

HEALTHTECH REHABILITATION, INC.- MISSOURI

Ruthanne Wise
By: Ruthanne Wise, President

HEALTHTECH REHABILITATION CONSOLIDATED,
INC.

Ruthanne Wise
By: Ruthanne Wise, President

HEALTHTECH ASSOCIATED, INC.

Ruthanne Wise
By: Ruthanne Wise, President

Ruthanne Wise
RUTHANNE WISE, Individually

BAIRD, KURTZ & DOBSON

By:

APPROVED:



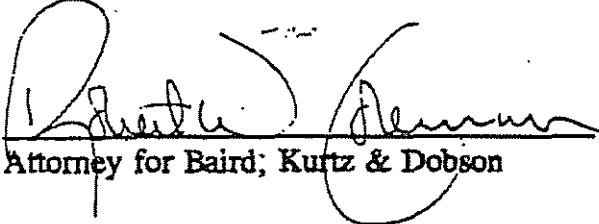
Attorney for the United States of America



Attorney for Relator

Stephen D. Bender for Cheryl S. Whitley

Attorney for Healthtech Defendants



Attorney for Baird, Kurtz & Dobson

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