

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS) (collectively the "United States"); Relator Minnesota Association of Nurse Anesthetists (hereinafter "MANA" or "Relator"); and Allina Health System Corp., Unity Hospital, Mercy Hospital, Abbott Northwestern Hospital, John Murphy, Midwest Anesthesiologists, P.A., Metropolitan Anesthesia Network, Allen Tank, Health Billing Systems, Inc., Thelma M. Albay, M.D., Gary Baggenstoss, M.D., Minda Castillejos, M.D., David Cumming, M.D., Teri Heil, M.D., Sang Hong, M.D., Ted Janossy, M.D., Raymond Kloepper, II, M.D., John Magdsick, M.D., Thomas Maggs, M.D., Thomas Polta, M.D., John Roseberg, M.D., Jai Suh, M.D., Mark Sperry, M.D., Jeffrey Yue, M.D., John Rydberg, M.D., St. Cloud Hospital, Anesthesia Associates of St. Cloud Ltd., Gary A. Boeke, M.D., Philip F. Boyle, M.D., L. Michael Espeland, M.D., Alan D. Espelien, M.D., Paul J. Halverson, M.D., Craig Johnson, M.D., Lanse C. Lang, M.D., A. Wade McMillan, M.D., William H. Rice, M.D., Allan Reitz, M.D., Annette E. Zwick, M.D., Anesthesiology, P.A., Northwest Anesthesia, P.A., Bryce Beverlin, M.D., Richard Blomberg, M.D., Jean Boening, M.D. (including the Estate of Jean M. Boening), Mitchell Burke, M.D., Rajarao Dwarakanath, M.D., Richard Engwall, M.D., James Gayes, M.D., Luis Giron, M.D., Nancy Groves, M.D., Jonathan Gudman, M.D., Richard Johnson, M.D., John Lillehei, M.D., Robert McKlveen, M.D., Judith Meisner, M.D., Michael Menzel, M.D., James Musich, M.D., Mark Nissen, M.D., Xavier Pereira, M.D.,

David Plut, M.D., Jeffrey Shaw, M.D., Richard Skoog, M.D., William Stauffer, M.D., Ofelio Tiu, M.D., Robert Tronnier, M.D., and John Wintermute, M.D., (hereinafter the "Defendants"), through their authorized representatives. Relator, the United States, and Defendants are collectively referred to hereinafter as "the Parties."

II. PREAMBLE

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

A. Defendants are individual anesthesiologists, practice groups made up of anesthesiologists, hospitals, and in the case of Allina Health System, an integrated provider of health services which owns Unity Hospital, Mercy Hospital, and Abbott Northwestern Hospital.

B. MANA is a Minnesota nonprofit organization representing the interests of certified registered nurse anesthetists in Minnesota. In 1994, the Relator filed a qui tam action in the United States District Court for the District of Minnesota captioned Minnesota Association of Nurse Anesthetists v. Allina Health System et al., Civil No. 4-96-734 (RHK/AJB) (hereinafter "the Civil Action"). On or about March 20, 1997, Relator filed its Third Amended Complaint in the Civil Action, the final version of that pleading.

C. The United States contends that Defendants submitted or caused to be submitted claims for payment to the Medicare Program (Medicare), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395ggg.

D. The United States further contends that it has certain civil claims, as alleged in the Civil Action against Defendants for conduct during the period from January 1, 1988 through and including May 15, 1998 (hereinafter referred to as the "Covered Conduct").

E. The United States also contends that it has certain administrative claims, as specified in Paragraphs 2, 4 and 5 below, against Defendants for engaging in the Covered Conduct.

F. This Agreement is neither an admission of liability by Defendants nor a concession by the United States that its claims are not well founded. Defendants deny the contentions set forth in Paragraphs D and E above and deny that they have any liability relating to them.

G. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, the Parties have reached a full and final settlement pursuant to the terms and conditions below.

III. TERMS AND CONDITIONS

1. Defendants agree to pay to the United States \$2,750,000.00 (the "Settlement Amount"). The United States agrees to pay \$797,500.00 of the Settlement Amount to the Relator as set forth below. Defendants have also agreed as part of the settlement of Relator's claims to pay Relator additional compensation to release Relator's claims for attorneys' fees and expenses in the Civil Action. The foregoing \$2,750,000.00 payment shall be made as follows:

a. Defendants agree to pay the full Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the District of Minnesota. Defendants agree to make this electronic funds transfer no later than five business days after the Effective Date of this Agreement.

b. Contingent upon the United States receiving the Settlement Amount from Defendants and as soon as feasible after receipt, the United States agrees to pay \$797,500.00 to Relator by electronic funds transfer in accordance with the previously provided written instructions of David Stone, Esq.

2. Subject to the exceptions in Paragraph 6 below, in consideration of the obligations of Defendants in this Agreement, conditioned upon Defendants' full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release Defendants, their current and former employees, shareholders, trustees, officers, directors and agents, acting in their official capacities, and current and former parent corporations, subsidiaries, divisions, affiliates, successors, heirs, and assigns, if any, and those individuals referenced in Exhibit A to the Third Amended Complaint filed in the Civil Action from any civil or administrative monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law or equitable theories

of payment by mistake, unjust enrichment, breach of contract, fraud, conversion, disgorgement, restitution, money had and received, recoupment, or constructive trust.

3. In consideration of the obligations of Defendants in this Agreement, including Defendants' full payment of the Settlement Amount, Relator, for itself and for its officers, directors, heirs, successors, attorneys, agents including employees, assigns and persons who have assigned claims to it, agrees to release Defendants from any civil monetary claim that it or the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

4. OIG-HHS expressly reserves all rights to institute, direct, or to maintain any administrative action seeking exclusion against Defendants, and/or their officers, directors, and employees from Medicare, Medicaid, or other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) under 42 U.S.C. § 1320a-7(a) (mandatory exclusion), or 42 U.S.C. § 1320a-7(b) (permissive exclusion).

5. OIG-HHS will provide an additional limited release of its authority under 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) to any Defendant that, within 30 days after the Effective Date of this Agreement, enters into an Integrity Certification (IC) with OIG-HHS. OIG-HHS has described the terms of such a release and the substantive requirements of any such IC in the July 31, 2003 letter from Heidi Sorensen to John Cotter. Upon execution of the IC, OIG-HHS shall provide a release to any Defendant who enters into an IC with OIG-HHS, agreeing not to institute, direct, or maintain an administrative action seeking an exclusion against that Defendant under 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the

Covered Conduct. If a Defendant has not executed an IC with OIG-HHS within 30 days after the Effective Date of this Agreement, Defendants understand that OIG-HHS may institute, direct, or maintain an administrative action seeking exclusion against that Defendant for the Covered Conduct. Regardless of whether a Defendant enters into an IC, OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude any Defendant or its officers, directors, employees, subsidiaries, or affiliates from the Medicare, Medicaid, or other Federal health care program under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes OIG-HHS from taking action against entities or persons or for conduct and practices for which claims have been reserved in Paragraph 6 below.

6. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Defendants and Relator) are the following claims of the United States:

- a. Any civil, criminal, or administrative 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, including mandatory and permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon such obligations as are created by this Agreement;

f. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services; and

g. Any liability for failure to deliver goods or services due.

7. Conditioned upon receipt of the payment described in Paragraph 1.b, the Relator, for itself and for its heirs, successors, attorneys, agents, and assigns, agrees to release the United States, its officers, agents, and employees, from any claims arising from or relating to 31 U.S.C. § 3730 in connection with this Civil Action, or arising from the filing of the Civil Action, including 31 U.S.C. §§ 3730(b), (c) and (d) in connection with this Civil Action. The Relator agrees and confirms that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

8. Defendants fully and finally release the United States, its agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) which Defendants have asserted, could have asserted, or may assert in the future against the United States, its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

9. 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 carrier or intermediary or any state payer, related to the Covered Conduct; and Defendants shall not resubmit to any Medicare carrier or intermediary or any state payer any previously denied claims related to the Covered Conduct, and shall not appeal any such denials of claims.

10. Defendants agree to the following:

a. Unallowable Costs Defined: that 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. §§ 1395-1395ggg and 1396-1396v, and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, their subsidiaries, affiliates, present or former officers, directors, employees, shareholders, and agents in connection with the following shall be "unallowable costs" on Government contracts and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP):

- (1) the matters covered by this Agreement,
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement,
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees),
- (4) the negotiation and performance of this Agreement,
- (5) the payment Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorneys' fees, and
- (6) the negotiation of, and obligations undertaken pursuant to the IC, if any, to prepare and submit reports to the OIG-HHS. (All costs described or set

forth in this Paragraph 10.a. are hereafter "unallowable costs".) However, nothing in this subparagraph that may apply to compliance costs affects the status of costs that are not allowable based on any other authority applicable to defendants.

b. Future Treatment of Unallowable Costs: These unallowable costs shall be separately determined and accounted for in nonreimbursable cost centers by Defendants, and Defendants shall not charge such unallowable costs directly or indirectly to any contracts with the United States or any state Medicaid program, or seek payment for such unallowable costs through any cost report, cost statement, information statement, or payment request submitted by Defendants or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Defendants further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid, VA, and FEHBP fiscal agents, any unallowable costs (as defined in this Paragraph) included in payments previously sought from the United States, or any state Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Defendants or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment

plus applicable interest and penalties as a result of the inclusion of such unallowable costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice, and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Defendants or any of their subsidiaries or affiliates on the effect of inclusion of unallowable costs (as defined in this Paragraph) on Defendants or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Defendants' books and records to determine that no unallowable costs have been claimed in accordance with the provisions of this Paragraph.

11. 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 specifically provided for in paragraphs III.2, III.3, and III. 12.

12. Defendants waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

13. Defendants warrant that the Defendants funding the Settlement Amount have reviewed their financial situations and that they currently are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and will remain solvent following payment to the United States of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended and do, in fact, represent a reasonably equivalent exchange of value which is not intended to hinder, delay, or defraud any entity to which Defendants were or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

14. Except as otherwise agreed among the Parties, the United States and Relator on the one hand, and the Defendants on the other hand, shall bear their own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

15. Defendants represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

16. Relator represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

17. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement shall be the United States District Court for the District of Minnesota, except that disputes arising under any IC agreement shall be resolved exclusively under the dispute resolution provisions of that IC agreement.

18. This Agreement and any IC agreements incorporated by reference constitute the settlement of the Civil Action among the Parties and, together with the settlement agreement relating to other claims of the Relator and certain of its members, constitute the complete agreement between the parties. This Agreement may not be amended except by written consent of the Parties, except that only the relevant Defendant and OIG-HHS must agree in writing to modification of any IC agreement.

19. Within three (3) business days of the later of (a) receipt by the United States of the Settlement Amount, and (b) receipt by the Relator of the additional payment agreed upon to release Relator's claim for attorneys' fees and expenses, the Parties shall file a stipulated form of final judgment in the Civil Action dismissing it with prejudice, with the United States District Court for the District of Minnesota. The United States agrees to provide a copy of the stipulated form of final judgment to counsel for Defendants simultaneously with execution of this Agreement.

20. The individuals signing this Agreement on behalf of specified Defendants represent and warrant that they are authorized by those Defendants to execute this Agreement. The individual(s) signing this Agreement on behalf of the Relator represent and

warrant that they are authorized by Relator to execute this Agreement. The United States signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

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

22. This Agreement is binding on Defendants and their successors, transferees, heirs, and assigns.

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

24. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 12-2-03

BY: Joel D Hesch
JOEL D HESCH
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
LARRY J. GOLDBERG
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human
Services

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

JOEL D. HESCH
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 12/4/09

BY: *Larry J. Goldberg*

LARRY J. GOLDBERG
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

RELATOR - MINNESOTA ASSOCIATION OF NURSE ANESTHETISTS

Wade McKee, CRNA

DATED: Nov. 20, 2003 BY:

Linda J. Huber - President MANA

Minnesota Association of Nurse Anesthetists, its officers,
directors, agents including employees and assigns

DATED: _____

BY: _____

David S. Stone, Esq.
Boies, Schiller & Flexner LLP
Counsel for Relator

DATED: _____

BY: _____

Daniel N. Rosen, Esq.
Rosen & Rosen, LLC
Co-Counsel for Relator

DATED: _____

BY: _____

Herbert J. Stern, Esq.
Stern, Greenberg & Kilcullen
Co-Counsel for Relator

RELATOR - MINNESOTA ASSOCIATION OF NURSE ANESTHETISTS

DATED: _____ BY: _____
Minnesota Association of Nurse Anesthetists, its officers,
directors, agents including employees and assigns

DATED: Nov 25, 2023 BY: 
David S. Stone, Esq.
Boies, Schiller & Flexner LLP
Counsel for Relator

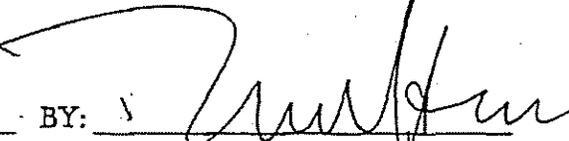
DATED: _____ BY: _____
Daniel N. Rosen, Esq.
Rosen & Rosen, LLC
Co-Counsel for Relator

DATED: _____ BY: _____
Herbert J. Stern, Esq.
Stern, Greenberg & Kilcullen
Co-Counsel for Relator

RELATOR - MINNESOTA ASSOCIATION OF NURSE ANESTHETISTS

DATED: _____ BY: _____
Minnesota Association of Nurse Anesthetists, its officers,
directors, agents including employees and assigns

DATED: _____ BY: _____
David S. Stone, Esq.
Boies, Schiller & Flexner LLP
Counsel for Relator

DATED: 1/26/03 BY: 
Daniel N. Rosen, Esq.
Rosen & Rosen, LLC
Co-Counsel for Relator

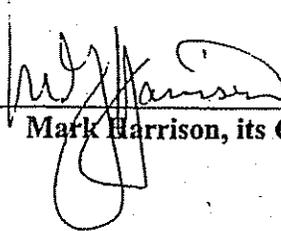
DATED: 1/24/03 BY: 
Herbert J. Stern, Esq.
Stern, Greenberg & Kilcullen
Co-Counsel for Relator

DEFENDANTS

Allina Health System, Unity Hospital, Mercy Hospital, Abbott Northwestern Hospital, and John Murphy

Dated: _____, 2003

BY:

 11/14/03
Mark Harrison, its Chief Financial

Officer

Anesthesiology, P.A.

Dated: _____, 2003

BY:

Daniel Monahan, M.D., its President

Northwest Anesthesia, P.A., and its shareholder, former shareholder, estate of deceased shareholder, employee, and former employee Defendants

Dated: _____, 2003

BY:

Jeff Shaw, M.D., its President

Midwest Anesthesiologists, P.A., and its shareholder, former shareholder, employee and former employee Defendants, and Metropolitan Anesthesia Network

Dated: _____, 2003

BY:

Mark Sperry, M.D., its Vice President

St. Cloud Hospital

Dated: _____, 2003

BY:

Craig Borman, its President

DEFENDANTS

Allina Health System, Unity Hospital, Mercy Hospital, Abbott Northwestern Hospital, and John Murphy

Dated: _____, 2003

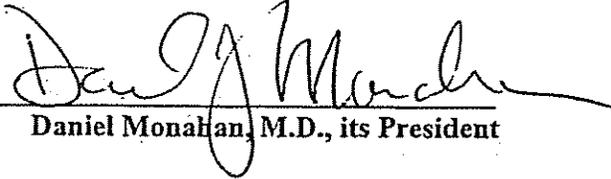
BY: _____

Mark Harrison, its Chief Financial

Officer

Anesthesiology, P.A.

Dated: 11-24-03, 2003

BY: 

Daniel Monahan, M.D., its President

Northwest Anesthesia, P.A., and its shareholder, former shareholder, estate of deceased shareholder, employee, and former employee Defendants

Dated: _____, 2003

BY: _____

Jeff Shaw, M.D., its President

Midwest Anesthesiologists, P.A., and its shareholder, former shareholder, employee and former employee Defendants, and Metropolitan Anesthesia Network

Dated: _____, 2003

BY: _____

Mark Sperry, M.D., its Vice President

St. Cloud Hospital

Dated: _____, 2003

BY: _____

Craig Borman, its President

DEFENDANTS

Allina Health System, Unity Hospital, Mercy Hospital, Abbott Northwestern Hospital, and John Murphy

Dated: _____, 2003

BY: _____
Mark Harrison, its Chief Financial

Officer

Anesthesiology, P.A.

Dated: _____, 2003

BY: _____
Daniel Monahan, M.D., its President

Northwest Anesthesia, P.A., and its shareholder, former shareholder, estate of deceased shareholder, employee, and former employee Defendants

Dated: 11/26, 2003

BY: Jeffrey Shaw
Jeff Shaw, M.D., its President

Midwest Anesthesiologists, P.A., and its shareholder, former shareholder, employee and former employee Defendants, and Metropolitan Anesthesia Network

Dated: _____, 2003

BY: _____
Mark Sperry, M.D., its Vice President

St. Cloud Hospital

Dated: _____, 2003

BY: _____
Craig Borman, its President

DEFENDANTS

Allina Health System, Unity Hospital, Mercy Hospital, Abbott Northwestern Hospital, and John Murphy

Dated: _____, 2003

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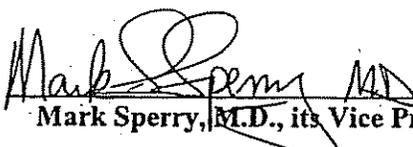
Dated: _____, 2003

BY: _____

Jeff Shaw, M.D., its President

Midwest Anesthesiologists, P.A., and its shareholder, former shareholder, employee and former employee Defendants, and Metropolitan Anesthesia Network

Dated: 11-13, 2003

BY:  _____
Mark Sperry, M.D., its Vice President

St. Cloud Hospital

Dated: _____, 2003

BY: _____

Craig Borman, its President

DEFENDANTS

Allina Health System, Unity Hospital, Mercy Hospital, Abbott Northwestern Hospital, and John Murphy

Dated: _____, 2003

BY: _____
Mark Harrison, its Chief Financial Officer

Anesthesiology, P.A.

Dated: _____, 2003

BY: _____
Daniel Monahan, M.D., its President

Northwest Anesthesia, P.A., and its shareholder, former shareholder, estate of deceased shareholder, employee, and former employee Defendants

Dated: _____, 2003

BY: _____
Jeff Shaw, M.D., its President

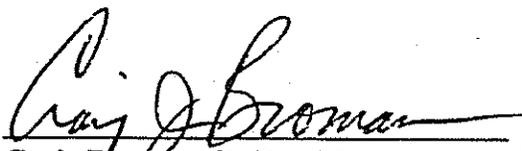
Midwest Anesthesiologists, P.A., and its shareholder, former shareholder, employee, and former employee Defendants, and Metropolitan Anesthesia Network

Dated: _____, 2003

BY: _____
Mark Sperry, M.D., its Vice President

St. Cloud Hospital

Dated: _____, 2003

BY: 
Craig Bromman, its President

Anesthesia Associates of St. Cloud, Ltd., and its shareholder, former shareholder, employee and former employee Defendants

Dated: 12/1, 2003

BY: Craig Johnson MD
Craig Johnson, M.D., its designated representative

Allen Tank and Health Billing Systems, Inc.

Dated: _____, 2003

BY: _____
Allen Tank, its President

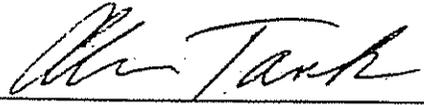
Anesthesia Associates of St. Cloud, Ltd., and its shareholder, former shareholder, employee and former employee Defendants

Dated: _____, 2003

BY: _____
Craig Johnson, M.D., its designated
representative

Allen Tank and Health Billing Systems, Inc.

Dated: 11/25, 2003

BY: 
Allen Tank, its President