ASSURANCE OF VOLUNTARY COMPLIANCE

THIS ASSURANCE OF VOLUNTARY COMPLIANCE ("AVC") is entered into effective January 31, 2020 ("Effective Date") by the State of Kansas, *ex rel.* Derek Schmidt, Attorney General ("Kansas") and Douglas K. Mittleider, CEO of AltaCare Corporation and a citizen of the State of Georgia ("Mittleider"); Kansas and Mittleider are also referred to herein as a "Party," individually, and "Parties," collectively.

RECITALS

WHEREAS, Kansas initiated Litigation alleging violations of the Kansas Consumer Protection Act and K.S.A. 50-7a03 against Mittleider and AltaCare Corporation (collectively "Defendants"); and,

WHEREAS, to avoid the uncertainty, distraction and expense of protracted litigation, the Parties have decided to compromise, adjust, settle, and release their respective rights and liabilities associated with the above referenced Litigation, along with all controversies related thereto, on the following terms and conditions;

NOW, THEREFORE, for and in consideration of the promises, covenants, performances and agreements as set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Settlement Payment**. Mittleider guarantees payment of the judgment and the payment plan set out in the Consent Judgment executed by the parties, adopted by the court and filed in Allen County, Kansas, District Court Case 2017-CV-33 ("Litigation").

2. **Injunctive Language.** No corporation in which Douglas K. Mittleider serves in any capacity shall conduct business specifically including consumer transactions as defined at K.S.A. 50-624(c), within the State of Kansas for ten years from the effective date of this Agreement. The Parties are aware of Appellate Court Case No. 19-121396 and Case No. 2018-CV-000080 in Barton County, both of which involve corporations in which Douglas K. Mittleider serves in some capacity. The Parties agree that pending final disposition of those matters, if the corporations which Douglas K. Mittleider serves in some capacity, retain any legal, financial, or ownership interest in a property in Kansas, those corporations shall have 18 months of the effective date the matter was finally resolved ("Divestment Period") to divest of its interests in Kansas. The Divestment Period may be extended upon mutual agreement of the Parties.

3. **Dismissal of Mittleider**. In consideration for and in conjunction with this Agreement, Mittleider will be dismissed from the Litigation.

4. **Voluntary Compliance**. Mittleider shall not violate and in all respects shall remain in compliance with the Kansas Consumer Protection Act, including specifically the Wayne Owen Act, K.S.A. 50-6,139 *et seq*. Further, Mittleider shall not enter into, form, organize, or recognize into any legal structure for the purpose of avoiding compliance with the terms of this AVC. Mittleider also will not cause third parties, acting on his behalf, to engage in practices from which he is prohibited by this AVC.

5. **Governing Law**. This AVC shall be governed by laws of the State of Kansas, both procedural and substantive, without regard to conflict of laws principles.

6. **Joint Preparation of AVC**. The Parties are each represented by counsel and have cooperated in the preparation of this AVC. The terms and conditions of this AVC shall not be interpreted or construed against or in favor of any party based on the identity, interest, or affiliation of its preparer.

7. **Severability**. If any portion of this AVC shall be held to be void, voidable, illegal, or unenforceable, the remaining portions shall remain in full force and effect.

8. **Entire Agreement; Written Amendments**. The Parties to this Agreement represent and warrant to the other the following:
    a. No promise or agreement not herein expressed has been made;
    b. The terms set forth in this AVC are intended by the Parties as a complete, conclusive and final expression of all conditions of their agreement with respect to the subject matter hereof;
    c. This AVC supersedes all prior agreements, written or otherwise, with respect hereto;
    d. This AVC is contractual and not merely recital; that this AVC is made and given in good faith; and
    e. Each party to this AVC will perform any further acts and execute any documents which may be reasonably necessary to carry out the provisions of this Agreement.
    f. This AVC shall bind and inure to the benefit of the Parties and their respective heirs, administrators, successors and assigns.
    g. The unenforceability, invalidity, or illegality of any provision of this AVC shall not render the other provisions of this AVC unenforceable, invalid or illegal

9. **Execution and Counterparts**. This AVC may be executed in counterparts, each of which shall be deemed the original, all of which together shall constitute one and the same instrument. A faxed copy shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have executed this AVC as of the date first written above.

Kansas:

1/31/2020

DEREK SCHMIDT FOR STATE OF KANSAS
ATTORNEY GENERAL

KATHRYN CARTER, DEPUTY ATTORNEY GENERAL
OFFICE OF THE KANSAS ATTORNEY GENERAL

Mittleider:



DOUGLAS K. MITTLEIDER