SETTLEMENT AND RELEASE AGREEMENT

This **Settlement and Release Agreement** ("**Agreement**") is made effective as of the date of the last signature hereto, by and between Fayette Memorial Hospital Association, Inc., Debtor and debtor-in-possession as more specifically set forth herein ("**Fayette**") and **Quidel Corporation ("Quidel" or the "Defendant").** Fayette and Defendant are collectively referred to as the "**Parties**."

RECITALS

A. Fayette filed its voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code on October 10, 2018 in the United States Bankruptcy Court for the Southern District of Indiana (the "**Bankruptcy Court**"), under Case No. 18-07762-JJG-11 (the "**Bankruptcy Case**").

B. An Unsecured Creditors Committee (the "**Committee**") was appointed by the United States Trustee on December 5, 2018.

C. In the 90 days preceding the Petition Date, the Fayette made one or more transfers to the Defendant in the total amount of $13,880.00 (the "**Transfers**").

D. On January 3, 2020, pursuant to 11 U.S.C. §547(b), Fayette, in its capacity as debtor and debtor-in-possession, made demand (the "**Demand**") upon the Defendant for recovery of the Transfers, less a 5% discount, and pursuant to 11 U.S.C. §550, sought to recover $13,186.00.

E. Subject to Bankruptcy Court Approval (defined below), the Parties have agreed to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein as substantive provisions and not as mere recitals.

2. Motion to Approve Agreement. Within fourteen (14) business days following execution of this Agreement by both Parties, Fayette shall file a Motion to Compromise in the Bankruptcy Case requesting that the Bankruptcy Court approve this Agreement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and Bankruptcy Code Section 105, as well as any other applicable sections of the Bankruptcy Code (the "**Motion**"). The Parties acknowledge that this Agreement is subject to Bankruptcy Court Approval. In the event the Motion is denied, the releases provided herein shall be of no effect, and the Consideration (defined hereafter) shall be returned to the Defendant.

3. Consideration. In full and final settlement of all the claims related to the Transfers, the Defendant agrees to pay to Fayette the sum of Eleven Thousand Eight Hundred Sixty-Seven and 40/100 Dollars ($11,867.40) (the "**Settlement Payment**"), payable contemporaneously with Defendant's

execution of this Agreement. The Settlement Payment shall be paid by check or money order payable to Fultz Maddox Dickens PLC IOLTA, and mailed to Debtor's counsel as follows:

Wendy D. Brewer
Fultz Maddox Dickens PLC
333 N. Alabama Street, Ste. 350
Indianapolis, IN 46204

4. Release of Fayette. Effective upon Bankruptcy Court Approval of this Agreement, the Defendant, for itself and all of its respective shareholders, directors, officers, partners, owners, investors, members, employees, parents, subsidiaries, affiliated entities, representatives, estates, heirs, agents, trustees, attorneys, insurers, predecessors, successors and assigns, past and present, hereby release and forever discharge Fayette and all of its employees, agents, attorneys, successors and assigns, and the Committee, of and from any and all causes of action, suits, proceedings, claims, demands, damages, defenses, costs, expenses (including attorney fees), and liabilities of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, against any or all of them with regard to the Transfers and/or the Demand. This release shall not be construed to waive any scheduled or filed proof of claim or any claim Quidel may have the right to assert pursuant to 11 U.S.C. § 502(h).

5. Release of Defendant. Effective upon Bankruptcy Court Approval of this Agreement and payment of the Consideration, Fayette releases and forever discharges the Defendant and all of its respective shareholders, officers, directors, partners, owners, investors, members, employees, parents, subsidiaries, affiliated entities, representatives, estates, heirs, agents, trustees, attorneys, insurers, predecessors, successors and assigns, past and present, and each of them, of and from any and all causes of action, suits, proceedings, claims, demands, damages, defenses, costs, expenses (including attorney fees), and liabilities of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, against any or all of them, with regard to the Transfers and/or the Demand. This release shall not be construed to waive any rights or objections Fayette may have with regard to any scheduled or filed proof of claim or any claim filed by Quidel pursuant to 11 U.S.C. § 502(h).

6. Existing Administrative Expense Claims or Proofs of Claim. Notwithstanding the foregoing release language, nothing contained herein shall be construed to allow, disallow, modify or otherwise affect any existing proof of claim filed in the Bankruptcy Case. Any pending or future objection(s) to such existing claim(s) shall not be granted, denied, modified, withdrawn, or otherwise impacted by this settlement or the releases contained herein.

7. Bankruptcy Court Approval. "**Bankruptcy Court Approval**" means that the Bankruptcy Court in the Bankruptcy Case shall have entered a Final Order (as defined below) which approves this Agreement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure.

8. Final Order. "**Final Order**" means an order or judgment of the Bankruptcy Court in the Bankruptcy Case as entered on the docket of such court which order has not been reversed, stayed, modified, or amended, and as to which: (a) the time to appeal, seek review or rehearing, or petition for certiorari has expired and no timely-filed appeal or petition for review, rehearing, remand, or certiorari is

pending; or (b) any motion for review or rehearing filed, appeal taken, or petition for certiorari filed has been resolved by the highest court to which the order or judgment was or may be appealed or from which certiorari was or may be sought.

9. Contributions to Preparation of Agreement. The Parties acknowledge, covenant and agree that each of them has read this Agreement and understand its terms, including the legal consequences thereof, and that in offering to make, and in making, executing and delivering this Agreement, none of them was acting under any duress, undue influence, misapprehension or misrepresentation by any party or any agent, attorney or representative of any party and that this Agreement was made, executed and delivered as the free and voluntary act of each party and was given in good faith on the part of each party with full knowledge of all relevant facts and circumstances as presented. The parties further acknowledge that each of them was represented by counsel in connection with this Agreement or had the opportunity to consult with counsel of its own choosing prior to execution of this Agreement.

10. Entire Agreement. Except as otherwise provided, this Agreement contains the entire agreement between the Parties with regard to the Transfers, and no representations or promises, other than those contained or referred to herein, have been made by any party to any other party to secure the execution of this Agreement, either before or after the dispute arose.

11. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise of disputed claims and is not to be construed as an admission of liability on the part of any of them and that they expressly deny any and all liability.

12. Attorneys' Fees. The parties shall pay their own respective attorneys' fees, costs and expenses.

13. Choice of Law. The parties agree that this Agreement is governed by the laws of the State of Indiana.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, including with respect to Transferees, any trustees in bankruptcy.

15. Execution in Counterparts. This Agreement may be executed by any number of counterparts, each of which will be deemed an original document, but all of which will constitute a single document, provided, however, that this Agreement shall not be binding on or constitute evidence of a contract between the Parties until such time as a counterpart of this Agreement has been executed by each party and a copy thereof delivered via facsimile or email to each party to this Agreement or it/his/her counsel.

16. Captions. The captions to this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

17. Authority. The execution, delivery and performance of this Agreement are within the powers of the undersigned parties, have been duly authorized, and are not in contravention of law, rule or regulation, or any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority, or of the terms of any organizational documents.

18. No Oral Modifications. No waiver, modification, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the Parties against whom the enforcement of such modification, waiver, amendment, discharge or change is sought. No waiver of any particular provision shall constitute a waiver of any other provision of this Agreement. Any such waiver or consent shall be effective only in the specific instances and for the purpose specifically stated therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove set forth

QUIDEL CORPORATION,

Date:_____ By:_____

Print Title:_____

FAYETTE MEMORIAL HOSPITAL ASSOCIATION, INC., DEBTOR IN POSSESSION,

Date:_____ By:_____

Print Title:_____