

**STANDARD TERMS APPLICABLE TO ALL RETAINER AND FEE
AGREEMENTS WITH AND ALL REPRESENTATION BY THE HEALTH LAW FIRM
AND ITS ATTORNEYS**

(Revised 4/7/2005)

The following terms are incorporated into and made a part of every retainer agreement and fee agreement entered into by and between the client and this Firm. The client(s) must agree to these terms in order to have our representation. Whether or not you sign these, these terms apply to our representation of you.

Law Firm. You are contracting for legal services with George F. Indest III, P.A. - The Health Law Firm (d/b/a The Health Law Firm), a Florida professional service corporation, referred to as the "Firm" herein.

Limitation on Scope of the Engagement. The Scope of the engagement shall be limited to what we have agreed to do in writing. If litigation is involved, this extends only to one hearing or one trial. Any re-trials, rehearings, or appeals will be subject to a new agreement and/or additional fees. Additionally, we do not hold ourselves out as experts in tax law, real estate law, securities law, or accounting. We do not provide appraisals or opinions on fair market value. Unless we specifically state otherwise, any opinions we make shall be solely in our capacity as Florida attorneys and we do not offer opinions or legal advice on the laws of others states.

Parties Represented. If you have requested our services on behalf of your company or corporation, we will represent the business entity and will provide it our services, legal representation and advice. If any individual who has signed a retainer agreement with this Firm later also requires our advice or legal representation, and there is no conflict in doing so, we may chose to provide the same top that individual. In this event, all terms and conditions of this agreement shall also apply to the individual who signs its and to the legal services we provide for him/her.

Conflict of Interest Procedures.

Although we check at the beginning of any engagement to determine if this Firm has a conflict of interest, the following procedures shall apply in the event a conflict of interest later develops between or among individuals being represented or if one is later discovered.

In the event any party or individual perceives that there is such a conflict of interest, he/she/it agrees that, the party or parties first believing that he/she/it has a conflict with one or more of the others agrees to provide that information to me immediately, in writing. If this occurs, I expect that my Firm and I will withdraw from any further representation of the individual with whom the party perceiving that there is a conflict. However, my Firm and I may be required to withdraw from the representation of all parties, under certain circumstances. By your signature below, you agree to this and that my Firm and to the fact that the Firm or I may continue to represent the remaining parties, including the company or business entity. By signing below, each of you agrees that you will waive any objection to me and my Firm's continuing to represent the remaining individuals or business entity should we so choose.

Potential Conflict of Interest Among Several Represented Individuals. If there is joint legal representation of more than one individual by the Firm, there is the potential of a future conflict of interest between or among the individuals. However, when the Firm first undertakes representation, the Firm will not do so unless there is no apparent conflict at the outset and all of their interests appear to be aligned. It is always possible that a dispute, disagreement or other conflict arises when there are more than one individual being represented. In this event, you

agree that the "**Conflict of Interest Procedures**" above will apply. You acknowledge that we have discussed the implications of the common representation of multiple clients and the advantages and risks involved with you.

Professional Services and Fees.

Unless we have agreed in advance in writing to undertake a specific limited project for a predetermined fixed fee, then you will be billed for any and all time we spend at our regular hourly rates. Our professional fees for legal services will be determined primarily by the amount of time our attorneys, paralegals and other timekeepers spend on this engagement and based on their level of experience. All time we spend on any task for you is billed. Mr. Indest will usually be the lead attorney coordinating and directing the work and will be the attorney who will, most probably be performing the predominant portion of the work on your behalf during this engagement.

Mr. Indest's current regular hourly rate for providing legal services is \$450 per hour which you agree is reasonable given his education, experience and board certification in health care law.

However, you understand and agree that the Firm may use attorneys, paralegals, and legal assistants with less experience to work on your case and to assist in providing services to you, including independent attorney's with whom we contract. The professional time of these individuals is usually billed at a lower hourly rate. It may be more efficient and costs effective to use these individuals for your work in many cases and you agree that we may do so. You agree that we may share fees with or pay fees to any independent contractor attorneys with whom we work.

Additionally, should we so choose in the firm's sole discretion, we may use other employees or professionals, including associated or contracted attorneys, of counsel attorneys, or paralegals or legal assistants to perform a portion of the work if we deem it to be more efficient or advisable to do so. We may also use the services of these other personnel or attorneys with whom we have special agreements, consulting agreements or space sharing arrangements. If we contract with other outside attorneys or professional personnel to perform part of this work or to consult on it, you agree that we may pay them part of our fees for doing so.

Retroactive to Cover Work Performed. This agreement is considered to be retroactive to cover all work performed on this matter prior as of the earliest date of the following: the date of our first meeting, the date we first spoke, the date we first performed any work for you or the date you first forwarded a letter, contract, or any other document to us for our review.

Estimate of Fees and Expenses. See above under "Professional Services and Fees." No exact estimate is possible at this time. This letter or agreement is not a quote or an offer to perform for a fixed fee. Even if it does not appear that litigation is required at this point in time, should it later turn out that litigation is required, civil, criminal or administrative, you have been advised that this is very expensive, very time intensive and fees could be very great.

Litigation Expenses. If litigation is involved in this representation, the following applies. You have been advised that if this matter involves representation in litigation, that litigation is extremely expensive and litigation costs mount up very rapidly. To a certain extent, litigation expenses are not always within control of the client or the client's attorney. Certain pleadings and papers filed by opposing counsel must have comprehensive responses filed and often discovery results in the expenditure of an extremely large amount of attorney or paralegal time. Hearings may be scheduled by opposing counsel and preparation time for these are always

required. We must take the appropriate measures to ensure your interests are protected and actively advanced and this can cause costs and fees to mount up rapidly. You must be willing to undertake this type of large expense in the event litigation is involved. Litigation is not for the faint of heart or for those who cannot afford to see it through to the end.

Invoices and Payments.

a. Expenses and Other Charges:

Our time is what we are paid for. You will be billed for our time that you use or that is used on your behalf.

In addition to fees for our professional services, there may be charges for expenses which we incur (e.g., filing fees, long distance telephone, and travel) and for other charges in connection with our engagement (e.g., copying, computerized legal research, cellular telephone, and telefax transmittals). Expenses incurred will be billed at our cost (which in some cases may be estimated). Other charges will be billed at amounts which reflect the retail value of the service or industry practice.

Ordinarily, we will forward you any bills or invoices for expenses or other charges we incur on your behalf, if they exceed the amount of \$50.00, for you to pay directly. You will be expected to pay these by their due date. Expenses or other charges that are \$50.00 or less, or which we must immediately pay (such as court charges), will ordinarily be paid by the firm and then billed to you on your monthly billing statement. Any of the charges or expenses previously discussed will be subject to the same payment terms, late charges and interest as set forth below under "Invoices and Payments."

Further details regarding these expenses and other charges will be furnished upon request.

b. The following billing procedures apply:

We will normally bill you approximately once a month or every thirty (30) days. However, we reserve the right to bill you at any time, immediately upon your account balance reaching or exceeding the amount of \$1,500. In other words, if your account balance has only reached \$1,000 at the end of thirty (30) days, then you will be billed at the end of thirty (30) days. On the other hand, if your account balance has reached \$1,500 by the end of only fifteen (15) days, then at that time you will be billed immediately, should we so desire.

You must pay your account balance in full within twenty-one (21) days of the date of the bill. Should you fail to pay it in full within twenty-one (21) days, then we may immediately withdraw from representing you any further and we will file liens for our attorney's fees and will have an automatic lien on your files and other documents, to which by your signature below, you hereby consent.

Should you fail to forward any payment any major cost or expense we have incurred in connection with our representation of you in this matter within twenty-one (21) days of our forwarding it to you for payment, then we may (if, in our sole discretion we decide to) pay it or not pay it and may also withdraw from representing you and take the actions indicated in the paragraph immediately above.

We will render invoices to you regularly for legal services, expenses and other charges. Our invoices are payable upon receipt and are considered overdue if not paid within twenty-one (21) days. We may assess a service charge on overdue invoices and interest at the rate of one percent (1%) per month on any amounts not paid when due. You further agree that the interest rate of one percent (1%) per month will apply postjudgment to any judgments or decrees obtained against you for money owed to the Firm or monies owed pursuant to this agreement. You agree to pay all attorney's fees and costs associated with any collection efforts that may be required in connection with these fees, costs and charges, including those for appeals as well as prejudgment interest on the same. You further agree that the attorney's fees and costs associated with proving the amount of attorney's fees and costs to which we might be entitled, to collect any fee to which we might be entitled, or associated with our attempts to withdraw as your counsel under this agreement shall likewise be payable by you as set forth in this paragraph. You further agree that we have a lien on any property of yours located anywhere in Florida, whether in our possession or not, for any amounts owed and remaining unpaid under this agreement.

You agree to carefully read all billing statements/invoices and promptly notify us in writing of any claimed errors, discrepancies, or problems with the charges or other information on the statement/invoice within forty-five (45) days from the date of the statement/invoice, as authorized by Franklin & Marvin, P.A. v. Mascola, 711 So.2d 46 (Fla. 4th DCA 1998). If we do not hear from you in writing within this time, it will be presumed for all purposes that you agree with the correctness, accuracy and fairness of the statement/invoice and the information it contains. Furthermore, this is considered to be a condition required precedent to the filing of any claim or defense concerning legal fees or expenses you fail to pay.

Telephone Calls and Consults. The professional time we spend on every telephone conference, consult or call with you or on your behalf, and the time taken to document these will be billed at our standard rates above, as well as any meeting times or other time spent with you or on your behalf. Each of these is billed at a minimum of .3 hours of professional time because of the time involved in documenting, accounting for, and administration of these.

Refundable Trust Deposits.

Prior to commencing work on a matter, the Firm may require that you forward a refundable trust deposit to secure the professional fees and expenses that may be incurred on your behalf. Should we not receive this trust deposit by the date and time indicated, we may not be able to represent you or to do the work that you have requested.

In accordance with the Florida Bar rules governing money or property entrusted to attorneys, the trust deposit set forth immediately above (if applicable) will be deposited in the firm's trust account administered pursuant the Florida Supreme Court's Interest on Trust Accounts (IOTA) program. You will not receive any interest as the interest is distributed in accordance with the IOTA Rules. This deposit is refundable, however, and will be returned to you upon completion of our work and payment in full of all invoices billed to you by the firm. This trust deposit is not a substitute for your timely payment of our subsequent statements. We will begin work and our attorney-client relationship will commence only upon our receipt of the trust deposit advance and its immediate payment by your bank and the receipt of this agreement.

You authorize us to make withdrawal from this trust deposit from time to time to pay any professional fees, costs or expenses that may be due as we in our sole discretion decide. You, by your signature below, agree to waive advance written notice of any transfers from your trust deposit account to pay any professional fee of ours or any costs or expense we have paid for you.

Additionally, you authorize us to accept funds on your behalf, in settlement or otherwise, in accordance with the foregoing procedures.

Nonrefundable Minimum Fee. This provision applies only in the event we have agreed in writing to provide certain limited representation or legal work for a minimum fee paid in advance. You agree to pay us in advance, a flat nonrefundable minimum legal fee of the amount we have agreed to (sometimes referred to as a "retainer," in exchange for our agreement to undertake this engagement on your behalf. You acknowledge that we are foregoing or rescheduling other employment and performing other work for other clients in order to undertake this engagement on your behalf in consideration of taking on this engagement for you. You acknowledge that this amount shall be completely earned, due and owed to us upon our first beginning work on your behalf and shall not be refundable in part or in full.

Forwarding of Additional Trust Deposit Funds upon Request. When the fee, retainer or trust deposit amount referred to above (if applicable to this case) has been depleted or when it appears to us that additional fees and expenses in your case may be incurred, we may request that you forward to us additional amounts to hold as a trust deposit on your account or as additional fees on your account. You agree to promptly forward any additional amounts we request for such purpose.

Agreement Relating to Payment of any Future Refundable Trust Deposits or Client Moneys.

In the event we receive any future trust deposits from you which we have agreed in writing will be a refundable amount or any client moneys (e.g., the payment of a settlement), the following will apply:

In accordance with the Florida Bar rules governing money or property entrusted to attorneys, the trust deposit or client moneys set forth immediately above (if applicable) will be deposited in the firm's trust account administered pursuant the Florida Supreme Court's Interest on Trust Accounts (IOTA) program. You will not receive any interest as the interest is distributed in accordance with the IOTA Rules. This deposit is refundable, however, and will be returned to you upon completion of our work and payment in full of all invoices billed to you by the firm. This trust deposit is not a substitute for your timely payment of our subsequent statements. We will begin work and our attorney-client relationship will commence only upon our receipt of the requested funds in advance and immediate payment by your bank and the receipt of this agreement.

You authorize us to make withdrawal from this trust deposit from time to time to pay any professional fees, costs or expenses that may be due as we in our sole discretion decide. You, by your signature below, agree to waive advance written notice of any transfers from your trust deposit account to pay any professional fee of ours or any costs or expense we have paid for you.

Additionally, you authorize us to accept funds on your behalf, in settlement or otherwise, in accordance with the foregoing procedures.

Withdrawal. The firm reserves the right to withdraw from representing you at any time in the event you do not make the payments required by this agreement or your checks or drafts are not honored, you fail to disclose material facts to us or misrepresent facts to us, the Rules of Professional Conduct require our withdrawal, or for any other reason in our sole discretion that is appropriate under the circumstances. In case our withdrawal becomes necessary, you agree to execute such necessary documents as will permit us to withdraw, as well as to consent to our use of this agreement as evidence of your consent. Should we be required to litigate or defend our

decision to withdraw before any forum, then you agree to pay all attorney's fees and costs associated with this.

Specific Agreement Concerning Multiple Attorneys. This only applies in the event you have chosen to be represented by this Firm and another law firm at the same time for the same matter. You have chosen to be represented by several different attorneys from different law firms at the same time in order to obtain comprehensive legal representation in several different areas of legal practice. You understand that multiple attorneys means that you will probably be paying much more in legal fees than if you would just use one attorney or firm. You consent to and authorize us to work together with and to disclose your privileged confidential information to the other attorneys you have chosen and to take direction and guidance from your lead counsel. This firm has not agreed to represent you by itself in this matter nor to litigate this matter on your behalf by itself. You also agree by your signature below to waive all confidentiality and privilege concerning the same with regard to any other attorneys who are now representing or have in the past represented you so as to allow free communication and the provision of information by and between your other attorney(s) and this law firm.

Warning: We Are Not A Cheap Law Firm. You should note that this law firm is not a "cheap" law firm. We pride ourselves on performing quality work and we charge according to our skill, experience and education. We represent health care professionals and we have developed a great deal of experience in the area of health law. As legal fees can accrue very rapidly, especially in litigation cases, if you are unable or unwilling to pay our legal fees, we urge you not to retain us and to go elsewhere for legal representation. At any point in our relationship, should you find that our fees are becoming more than you can afford to pay, please advise us so that we may cease any further work. Otherwise, we will expect you to pay in full for all fees and expenses incurred on your behalf.

Disclosure. The provisions of this agreement, in our discretion may be disclosed to a court, tribunal or agency or to other parties to the extent necessary in connection with any application or agreement for payment for fees and services that may be rendered on your behalf. We also have the right to disclose any amounts we have received on account from you in connection with this.

Supplemental Information. For additional information regarding our professional fees, expenses and other charges, see the enclosed "Supplemental Information," which is incorporated into this agreement by reference and to which you acknowledge that you agree. (Do not sign this letter if it is not attached.)

No Guarantees. You acknowledge that we have made no guarantees or warranties in the disposition or outcome of any phase of this matter or matters upon which we have been retained. Nor will we ever make such guarantees. We will provide you our best advice and opinions on any legal matter. However, you must realize that this is our professional opinion only and is not a guarantee concerning any outcome or decision. You acknowledge that all expressions that are made or have been made are opinions only.

Authority to Bind Entity. You certify by your signature below that you have the full authority to bind your corporation, company or business entity to this agreement without any further action.

Guaranty. By signing below, you personally and individually agree payment of and to guarantee the payment of all fees and costs incurred under this retainer agreement.

Credit Report. By your signature below, you hereby authorize this firm to request and obtain credit reports, business reports and other background information on the client and the client's business(es) as it will be extending credit to them based on this.

Disposition of Records and Files. If you have not retained this firm to perform regular

legal services on an ongoing basis for which you are paying a monthly retainer fee (such as functioning as your corporate counsel for a monthly fee), then you agree that we will have no obligation to retain or maintain any documents, files or information of any kind in your file or which we have received from you after six (6) months have elapsed from the date we conclude our representation of you or perform our last paid legal services for you. You must contact us and arrange to pick up or have delivered to you any files or documents you desire to keep yourself prior to the six (6) month period elapsing. If you do not make arrangements to pick up or obtain your files and documents, then you consent and agree that we may destroy such files and documents and they may never be available again after that. You should ensure that you obtain and retain any important papers or documents you, your accountants or other consultants may need in the future.

Important Warning Regarding Speaking to Others about Any Aspect of this Case.

a. The individuals signing below who are to be represented agree not communicate with any investigators, opposing parties or their counsel, nor shall you attempt to negotiate or settle this matter once we have begun representing you without our advance knowledge and our consent. **You are instructed not to discuss this matter with nor make ANY STATEMENT OF ANY KIND, oral or written, to any investigator, agent, detective, attorney, special agent, agency, opposing party, or any other person; you are instructed to advise anyone who contacts you about this matter that you are represented by legal counsel and to IMMEDIATELY refer that person to us.**

b. If you receive from the opposing party any correspondence, form, letter, complaint, or document or communication of any kind concerning this matter or relating to this matter, even if it is only tangentially related to it, you should **IMMEDIATELY** notify us and telefax a copy of the document to us. **Do not make any written statements or communicate with anyone orally or in writing about any aspect of this case. Do not sign and return anything without our seeing and approving it in advance.** Any contact or attempt to contact by any investigator or any other person or party must be reported to me immediately.

c. If you are approached by anyone with a search warrant or subpoena, contact us immediately, at the office or at home, for instructions on how to respond.

It may be necessary for you to close your practice temporarily and send your employees home, if this occurs.

d. You are also requested to give similar instructions to your employees, if any.

Retention on Emergency Basis. You acknowledge that you have contacted us and requested us to represent you on an emergency basis under conditions and circumstances in which we would not have ordinarily agreed to represent you. You acknowledge that it is extremely unlikely that you would have been able to obtain representation of any other attorney for this matter under these circumstances. You further acknowledge that we have only agreed to represent you because of this so as to attempt to give you some legal advice and representation, limited as it may be, in the short time given to us and that time for the proper and complete preparation may not be available.

Indemnification Against Fees and Costs.

You hereby agree to indemnify and hold harmless the Firm and its attorneys for any attorney's fees or costs they are required to pay to opposing parties or counsel for them while

undertaking litigation on your behalf. You agree that these may be billed to you or deducted from any funds the Firm is holding for you.

Additional Acknowledgments and Agreements.

You hereby acknowledge that you have contacted us in Altamonte Springs, Florida, to perform legal services for you in Altamonte Springs, Florida and that this contract is made and to be performed in Altamonte Springs, Florida, regardless of where the parties are located or sign it or receive the documents or services indicated. You acknowledge and agree that any suit or other action to enforce this agreement or any rights obligations or defense to it shall only be properly brought in the State Courts of Seminole County, Florida, and you hereby agree to this and waive any objection to venue or jurisdiction in any other court or jurisdiction.

Further, you agree that in the event of any law suit or arbitration as a result of any provision of this agreement or for the interpretation of this agreement or otherwise arising out of this agreement or our relationship as attorney and client, if we are the substantially prevailing parties, then we shall be entitled to collect from you all costs and expenses incurred by us in the litigation/arbitration against you, including attorney's fees and costs, as well as the attorney's fees and costs associated with attempts to collect the foregoing or any appeals associated with the foregoing and, in addition, the attorney's fees and costs for proving the amount of the attorney's fees and costs to which we may be entitled.

Although this particular agreement contemplates the performance of only the work set forth and described above, any other additional legal work you request us to perform for you on this matter or any other matter in the future shall be governed by this agreement (as from time to time amended) unless we make a separate written agreement.

The individuals signing below who are to be represented agree not communicate with opposing parties or their counsel nor shall you attempt to negotiate or settle this matter once we have begun representing you without our knowledge and our consent. You are instructed not to discuss this matter with any investigator, agent, detective or any other person; you are instructed to advise anyone who contacts you about this matter that you are represented by legal counsel and to refer that person to us. Any contact or attempt to contact by any investigator or any other person or party must be reported to me immediately.

You agree that we may provide your name or your business entity's name as a reference to others seeking legal representation and may list you as a client of the firm.

You agree that we shall have a lien for our professional fees and costs. In addition, you

STANDARD TERMS APPLICABLE TO ALL RETAINER AND FEE AGREEMENTS WITH AND REPRESENTATION BY THE HEALTH LAW FIRM AND ITS ATTORNEYS (rev. 4/7/2005) -

Page 7 -

acknowledge that we have a lien for our professional fees and costs on any and all documents, books, papers, legal work, security deposits, retainer fees, settlement amounts or payments that we have, that come into our possession or that we receive on your behalf from any source as a result of our legal representation as well as a lien by operation of contract over any other property you may have. You agree to be responsible for any fees and costs that may be required in order for us to collect any fees due to us from you.

You agree to allow us access to any documents, records or information we request and to immediately execute any releases we request so that we may do so. If you fail to do so, we may terminate our representation.

You agree that you have been afforded the opportunity to retain separate counsel to assist and advise you in executing this agreement if you desire to do so. Otherwise, by signing below, you indicate that you have voluntarily decided not to do so.

Any signed copy or facsimile of this agreement shall be enforceable against the party signing it the same as an original or fully executed version.

Once again, you state that you acknowledge and agree that you have read and understand the terms of our representation of you as set forth above. You understand that our firm and our attorneys are unable to represent you absent your agreement with these terms and conditions.