

STANDARD TERMS APPLICABLE TO ALL RETAINER AND FEE AGREEMENTS WITH
AND ALL REPRESENTATION BY THE HEALTH LAW FIRM AND ITS ATTORNEYS
(rev.1/18/2018)

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.

Law Firm. You are contracting for legal services with The Health Law Firm. The terms "Firm" and "The Health Law Firm," as used herein, refer to and mean George F. Indest III, P.A.-The Health Law Firm, a Florida professional service corporation, d/b/a The Health Law Firm.

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, one trial or one appearance. Any re-trials, rehearings, continued hearings or appeals will be subject to a new agreement and/or additional fees. Our representation extends to only currently existing matters about which you have advised us and not to future matters. If there is only one DOH, AHCA or legal matter listed, then we have agreed to representation in this one matter only. If you request us to represent you in any additional DOH, AHCA investigations, complaints or legal proceedings, this will result in an additional fee. 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, even if you have requested and we offer opinions or legal advice on the laws of other 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 choose to provide legal representation to that individual. In this event, all terms and conditions of this agreement shall also apply to the individual who signs it 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 agree to provide that information to the President of this Firm 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.

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 to you.

For example, the hourly rates of Mr. Smith and Mr. Indest exceed \$400 per hour, and you agree and stipulate that their hourly rates are reasonable, given their education, training and board certification in the legal specialty of Health 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 affiliated 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.

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, regardless of what it is used for. Please take this into consideration when you retain us, especially regarding telephone conferences with you and our responding to correspondence from you.

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 and costs 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, including administrative 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:

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 other charges and costs that we may add to your invoice are set forth below.

b. The following billing procedures apply:

We will normally bill you approximately once a month or every thirty (30) days. However, this is not fixed and

we may bill on a quarterly basis or on a more frequent basis, should we so choose. You must pay your account balance in full within thirty (30) days of the date of the bill. Should you fail to pay it in full within thirty (30) 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 thirty (30) 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 thirty (30) days. You agree to pay 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 be the default rate applying 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 in order to collect any overdue amounts, we may disclose information regarding your case and you waive any confidentiality you may have so that we may do so. 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 and in the state where you are located, 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.

We will attempt to promptly answer any inquiries concerning billings or invoice items. Our invoices are very detailed and a lot of time goes into the preparation of detailed invoices on a monthly basis. Should you request us to research any prior invoiced items or expenses or other research on prior invoices, you agree to pay us any professional time incurred by our book keeping and accounting personnel. Duplicate or replacement invoices will be provided upon request for a charge.

Trust Fund 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. Unless you have signed a specific agreement stating that your payment is a trust fund deposit, then it is not a trust fund deposit.

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. You will receive the details of any such deductions itemized on your monthly/periodic invoice.

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.

Recovery of Fees from Other Parties. You agree that as an incentive and bonus to this Firm, if we are successful in obtaining the payment of attorney's fees and costs from any other party, we are entitled to payment of the greater of our regular hourly rates or the fees and costs awarded, adjudged or agreed on in any proceeding or settlement; in such a case, you will be refunded the fees and costs you have paid once the firm receives payment. Regardless, any attached contingency fee agreement will supercede and govern over this provision.

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.

Warning: We Are Not An Inexpensive Law Firm. You should note that this law firm is not an inexpensive or "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.

Agreement Not To Discuss Legal Representation in Public. You agree that you shall not discuss any aspect of our legal representation of you over the internet, on blogs, websites, listservs, online bulletin boards, rating services, discussion groups, review sites or any other media, including radio, television, newspaper or internet. Should you make any

complaint or cause any negative comment or opinion or any low rating to be published about the Firm, its attorneys, your legal representation, or your experience, then, in addition to any other remedies we may have, you agree that you have waived the attorney-client privilege, and any other privilege you may have, so that we are authorized to disclose any and all information, facts and documents in your case to defend the Firm, refute the comments or have the comments removed as may be permitted by applicable Bar rules and laws.

No Guarantees by Firm. 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 cannot and do not guarantee any specific outcome or result. 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 Signers. 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.

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. We do maintain any documents we are required by law to maintain.

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

a. The individuals signing below who are to be represented agree not to 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.

e. If you have retained us for representation in a disciplinary investigation, complaint or hearing against any federal or state agency, then you stipulate that you understand that there are many, many possible collateral adverse consequences that may result to you, in addition to discipline on your license, if you accept discipline or if discipline occurs. You stipulate and agree that you either have requested and received a partial list of these from us or that you have gone on our firm's website and reviewed these.

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.

Dishonored Check/Credit Card Charges. If any check or draft you provide or credit card or debit card charge you authorize to us to charge is not honored by your bank, credit card company or financial institution for any reason, including but not limited to, non-sufficient funds, stopped payments or any other reason, then we shall immediately cease work on your case and are authorized to terminate our representation of you. In addition, you agree to pay the statutory returned check fee of ten percent (10%) in addition to any other fees and costs allowed by law.

Authority to Contract with and Retain Experts and Consultants. In our representation of you, should we deem it necessary to obtain and retain the services of expert witnesses and consultants, whether their testimony is actually used at hearing/trial, or not, you grant us the authority to do so. You agree that we have power of attorney to hire and contract with such experts and consultants on your behalf. You shall be liable for paying all fees, costs and expenses of such experts and consultants, and shall promptly do so. Should you fail to do so, then we are authorized to treat the unpaid fees, costs and expenses, the same as any unpaid legal fees, costs and expenses pursuant to this agreement, and all of its other terms and conditions shall apply to the collection of these from you. Should you reach the point where you disagree with the further use of a particular witness or consultant or you do not desire to incur their additional fees, costs and expenses, you shall notify us immediately in writing so that we may notify the expert or consultant, regardless, you shall still be responsible for all fees, costs and expenses incurred for the expert or consultant through the day after we actually receive such notice. This power of attorney, being coupled with an interest, is irrevocable.

Additional Information on Costs and Charges:

Professional Fees: Our personnel record time spent on your behalf in one tenth of an hour increments. All time traveling by the professional is charged at the same rates applicable to the engagement.

Travel Expenses: For automobile expense, we customarily reimburse our personnel and bill you at the Internal Revenue Service approved rate, plus parking and tolls outside the cities in which our offices are located. Actual cost is always charged for airfare, auto rental, cab fare, food, and lodging. Our attorneys traveling by air may travel business class. All attorney or other professional time spent while traveling will be billed at the rates indicated herein.

Delivery and Communications Expenses: Postage on mail in excess of two ounces per piece is billed at cost. Air express, outside local messenger services and courier services are billed at cost. Use of our own messengers for local deliveries is charged at rates generally below market. Long-distance telephone calls and electronic mail are charged at costs estimated using rate tables provided by our primary vendors. All cellular telephone calls made on your behalf or while work is being performed on this matter will be charged at costs estimated using the air time and rates for them provided by the applicable cellular telephone company used by the applicable attorney, without consideration of rental and lease costs. All professional time associated with making the foregoing shall be billed.

Computerized Legal Research and Other Database Charges: We utilize Lexis-Nexis and/or Westlaw and/or other computer-based legal research to provide primary automated research services which assist in reducing

your professional fees. In addition, we have access to numerous other internal and external databases which help to save legal fees and assist in improving the quality of legal research which would otherwise have to be conducted manually. We will bill you at the rate routinely charged for such services. Automated trademark research is billed \$2.00 per minute of search time. Automated database services and online or computer-assisted legal research are ordinarily billed by us at the rate of approximately \$5.00 per minute of online, computer or connect time, but the charges may vary.

Photocopying, Scanning, Production of Hard Copies and Telecopying Charges: Our charge for photocopies of documents and correspondence, including the file copies that we must keep, is \$.25 per page (\$1.50 per page for color copies) to you. Our charge for downloading and printing out copies of e-mails, documents and correspondence associated with your case, including the file copies that we must keep, is \$.25 per page (\$1.50 per page for color copies) to you. Our charge for scanning copies of documents to send to you, to send to others, or to file with courts and tribunals regarding your case, is \$.25 per page to you. Outgoing telefaxes are charged at \$2.00 per page within the United States, \$3.00 per page internationally. Incoming faxes are charged for at the rate of \$.50 per page. These charges may be adjusted if they are contracted from others or billed to or paid by other parties. Our charge to you for making CDs or DVDs of documents for you or for others is \$15.00 per CD or DVD.

Please be advised that our office routinely makes a copy of every letter, pleading or document we receive on your case and we forward this to you automatically. If you are represented by an additional attorney, we will automatically send a copy to the other attorney as well. We do this to ensure that you receive prompt and complete information on your case and so that you are aware of what is going on at all times. We feel this is necessary in order to ensure communication on a prompt and efficient basis. You are required to pay the photocopying and postage charges associated with this. Additionally, we may make multiple copies of certain documents to ensure that we have the information we need in different sub-files within your major file. For example, investigation reports or other documents which discuss different witnesses will be copied and placed in each witness's sub-file. This is a necessary part of proper organization for legal purposes. There may be certain administrative copies that may need to be made for reporting or billing purposes. For example, copies of your bills are made for our accounting department and postage may be incurred when we mail your statements to you. You agree to pay for these as well.

Additionally, any documents which we must download from the internet or which we must print out from e-mail, will be charged at the same rates as photocopies. This includes copies of e-mails, as well as contracts and other documents which you forward to us via e-mail or via any other electronic media.

Special Supplies and Charges: Occasionally it is necessary to utilize specialized minor equipment or supplies on a one-time basis. These may include such items as specially made or assembled bindings, dividers or covers for presentations, specially ordered medical/nursing home chart covers, binders or dividers or other special order items. Notarization fees are extra. You agree to pay for these.

Acknowledgment Regarding Representation in Other Jurisdictions. You understand that our attorneys are only licensed in Florida and the other jurisdictions shown on our letterhead and on our website. We routinely represent clients in other states and jurisdictions as allowed by those states' bar rules and multi-jurisdictional practice rules. We may represent individuals in investigations and in certain federal matters, especially federal administrative matters, even if they are located in other states. If you request us to do so, for our clients, we will provide legal advice and opinions concerning operations and legal issues that may be involved in doing so in other states, within the limitations of Florida's multi-jurisdictional practice rules. We will provide, to the best of our ability, our analysis, advice and recommendations concerning your company's operations in these other states. This does not constitute the practice of law in these other states and we are not holding ourselves out to be experts in the laws of these other states, and you acknowledge this. On occasion we may be required to consult with or affiliate the services of local counsel in other states, or apply for admission before a court, agency or tribunal on a pro hac vice (temporary admission) basis or to refer you to local counsel

Assignment of Benefits. You agree that we may attempt to locate any insurance coverage that you may have for this matter and to determine if the insurer will pay your legal fees and costs for this matter. You authorize us to provide complete information on your case to your insurer for billing purposes and you waive your right to confidentiality solely for the limited purpose of sharing this information with your insurer. You authorize us to bill your insurer directly for your professional fees and expenses. In exchange for our agreement to represent you in this matter without requiring our normal retainer fee and rates, you assign all of your rights, entitlements, benefits and payments under any applicable insurance policy which you have to this firm. You authorize this firm to bill your insurance company directly and you authorize your insurance company to pay this firm directly. If you receive any checks or payments from an insurer based on an invoice or claim we have submitted, you agree to immediately forward it to this firm. You hereby grant this firm and its principals, including specifically George F. Indest III, power of attorney to sign on your behalf and execute any documents that may be required to obtain payment from any applicable insurance company on your behalf and to accept payments of such on your behalf, including, to the extent necessary, the right to execute any claims, releases, drafts or negotiable instruments on your behalf.

Waiver of Jury Trial. In any dispute concerning the enforcement or interpretation of this agreement, or of any issue arising out of this agreement, or the relationship created by this agreement, or in any action or proceeding between or among the parties hereto or their successors, each party hereby irrevocably waives its right to trial by jury and agrees to trial by a judge alone.

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. This agreement is made in Florida and it shall be interpreted in accordance with Florida laws and rules.

Further, you agree that in the event of any law suit, complaint, charges, investigation, grievance, administrative proceeding, 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 proceedings from 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. You also agree that we are authorized to disclose any information or documents about your case to support or dispute any such claim or grievance set forth in this paragraph.

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.

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This agreement supercedes and replace any prior agreements we may have had on this same matter or any other promises, advertising or writings between us.

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.

The individual obligations in this agreement are severable. Should any specific section or provision be found unenforceable for any reason, the remainder shall still be binding and effective. All obligations and duties you have agreed to herein shall survive the termination of this Agreement or the relationship created hereunder.

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 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, real or personal. 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 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. Any attached schedules or addendums shall amend or supercede anything in this Agreement.

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.

Please note: By signing this agreement, each party irrevocably waives its rights to trial by jury and agrees to trial by judge alone in any action or proceeding arising out of or relating to this agreement or the transactions relating to its subject matter of this agreement.

ACCEPTED AND AGREED TO BY:

_____/_____
Signature / Date

Name (print): _____

for (name of entity): _____
and for himself/herself, individually, and as guarantor of the obligations and debts herein