

STATE OF FLORIDA
BOARD OF MEDICINE

Final Order No. DOH-97-0333 Date 11-12-97

FILED

Department of Health
AGENCY CLERK

By: *Stephanie J. De...*
Deputy Agency Clerk

IN RE: THE PETITION
FOR DECLARATORY
STATEMENT OF
MAGAN L. BAKARANIA, M.D.

FINAL ORDER

THIS CAUSE came before the Board of Medicine (hereinafter Board) pursuant to §120.565, Florida Statutes, and Rule 28-105, Florida Administrative Code, on October 17, 1997, for the purpose of considering the Petition for Declaratory Statement (attached as Exhibit A) filed on behalf of Magan L. Bakarania, M.D. (hereinafter Petitioner). Having considered the petition, the arguments submitted by counsel for Petitioner, and being otherwise fully advised in the premises, the Board makes the following findings and conclusions.

PROCEDURAL MATTERS

Several individuals and entities interested in the circumstances described in this petition moved to intervene in the matter before the Board.¹ Each Intervenor agreed to adopt the stated facts as set forth in the Petition and each intervenor was permitted to join as a party.²

¹There were numerous other motions filed by the various parties seeking to intervene. Dr. Goldman's and Phymatrix's Alternative Petition for Declaratory Statement was withdrawn. The Petitions for an administrative hearing to resolve disputed issues of material fact were denied as being antithetical to a declaratory statement and not authorized pursuant to the Uniform Rules of Procedure as codified at Rule 28-105.003, Florida Administrative Code. Dr. Goldman's and Phymatrix's Motion for Attorneys Fees was withdrawn.

²Two entities, Phymatrix and Medpartners were granted leave to intervene through physicians with which they have employment or contractual relationships. Without those licensed physicians neither of these entities would have been granted intervenor status.

FINDINGS OF FACT

1. Petitioner, Magan L. Bakaranja, is an allopathic physician licensed to practice medicine in the State of Florida. Petitioner is currently contemplating becoming a member of a group practice comprising approximately 15 other licensed physicians. The members of the group practice, have entered into a long-term management agreement with a practice management company (hereinafter Company). If Petitioner were to join the group practice, he would also be effected by the terms of the group practice's contract with the Company.

2. Intervenor George Brick, M.D., Alan J. Iezzi, M.D., Jeram Kankotia, M.D., David Lubin, M.D., Agustin A. Martin, M.D., Walwin D. Metzger, M.D., Daksha R. Patel, M.D., Oscar Perez, M.D., Luis Napoleon Pinzon, M.D., John D. Ramirez, M.D., Antonia Rivera, M.D., Edward D. Scanlon, M.D., and Stephen Voltarel, M.D., are each physicians licensed by the Board and comprise the majority of the group practice (Access Medical Care, Inc.) Petitioner is considering joining.

3. Intervenor Edward E. Goldman, M.D. and Phymatrix Management Company, Inc., are respectively a physician licensed by the Board who is also the medical director for Phymatrix, and the practice management company with which the group practice has contracted for the services described in the Petition.

4. Intervenor A. James Segal, M.D. and Medpartner's, Inc., are respectively a physician licensed by the Board who is also a member of a group practice that has contracted with a management company for services similar to those set forth in the Petition and the management company with which Dr. Segal's medical group has contracted.

5. The group practice's agreement (attached as Exhibit B) contains the following relevant provisions:

a. The Company is required to provide general management services, including but not limited to, practice expansion. The agreement contemplates achieving such expansion by developing "relationships and affiliations with other physicians and other specialists, hospitals, networks, health maintenance organizations, and preferred provider organizations." The Company is also required to attempt to develop a physician provider network in the group practice's service area and to incorporate the group practice into existing networks. Other general management services required of the Company include strategic planning, coordinating managed care relationships, consulting with regard to fee schedules, and other management services as requested by the group practice.

b. The Company is required also to provide operational services including employing personnel, providing facilities and equipment, assisting in developing ancillary services, bookkeeping, billing, collecting, and financial reporting.

c. The Company may also provide unspecified ancillary services to which the group practice physicians may refer.

d. In return, the group practice is required to pay three separate fees. First is an operations fee which is equivalent to the actual expenses incurred by the Company in the provision of the operational services provided for the group practice. Second is a general management fee in the amount of \$450,000.00, paid annually to the Company. Finally, the group practice is required to pay an annual performance fee equal to 30% of the group practice's net income each year.³

³The group practice's net income is defined in the agreement as all of the revenue's generated by or on behalf of the group practice or its physician members "as a result of professional medical services furnished to patients, ancillary services provided to patients, pharmaceuticals and other items or supplies sold to patients and other fees or income generated".

e. In addition, the group practice will sell the assets of the group practice to the Company and the group practice will then lease back those assets for daily use by the group practice. At the termination of the management agreement, the group practice will buy back all of the assets pursuant to a formula set forth in the agreement.

6. Petitioner is concerned that the proposed arrangement might be found to be in violation of §458.331(1)(i), Florida Statutes, and the Board's position on split-fees as expressed in, In re the Petition for Declaratory Statement of Gary R. Johnson and the Green Clinic, 14 FALR 3935, (July 11, 1992). Petitioner is also concerned about the prohibitions set forth in §817.505, Florida Statutes.

7. This petition was noticed by the Board in Vol. 23, No. 34, dated August 22, 1997, of the Florida Administrative Weekly (p. 4471).

CONCLUSIONS OF LAW

1. The Board has jurisdiction over this matter pursuant to Section 120.565, Florida Statutes, and Rule 28-105, Florida Administrative Code.

2. The Petition filed in this cause is in substantial compliance with the provisions of Section 120.565, Florida Statutes, and Rule 28-105, Florida Administrative Code. The Board is aware of the prohibition against using a declaratory statement as a vehicle for the adoption of broad agency policies as discussed in Agency for Health Care Administration v. Wingo, 697 So. 2d 1231 (Fla. 1st DCA 1997), and Florida Optometric Association v. DPR, Board of Opticianry,

... in an inpatient or outpatient setting" regardless of the source, less the operations fee, the management fee, and an amount that approximately equals the group practice's profits prior to entering into the agreement.

567 So. 2d 928 (Fla. 1st DCA 1990). Some of the Intervenor's have suggested that because other licensees have chosen to enter contracts similar to the one that is the basis of this Petition, that the Board's ruling on this Petition would be more appropriate if done in the form of rule making. In response the Board notes that Section 120.54, Florida Statutes, requires that each agency statement defined as a rule shall be adopted as soon as feasible and practicable. This Declaratory Statement addresses only the specific facts set forth in this Petition and is not intended to be a general statement of policy and therefore does not meet the statutory definition of a rule. However, even if this Declaratory Statement were to have a general application to licensees of the Board, the Board is being asked this particular question for the first time in this Petition and finds that it would be neither feasible nor practicable to enter into rulemaking on this issue at this time. The Board also notes that with the current status of the law prohibiting agencies from adopting rules based solely on the reasonableness or necessity for such rules and requiring instead that an agency have a specific statutory directive for such rulemaking as set forth in Section 120.536(1), Florida Statutes, it is not clear that the Board would have the authority to adopt rules addressing the same issues set forth in the Petition.

3. Section 458.331(1)(i), Florida Statutes, provides in pertinent part that it is grounds for disciplinary action by the Board if a licensee is:

Paying or receiving any commission, bonus, kickback, or rebate, or engaging in any split-fee arrangement in any form whatsoever with a physician, organization, agency, or person, either directly or indirectly, for patients referred to providers of health care goods and services, . . .

4. Section 817.505(1)(a), Florida Statutes, provides in pertinent part that it is unlawful for any person, including a health care provider, to:

Offer or pay any commission, bonus, rebate, kickback, or bribe, directly or

indirectly, in cash or in kind, or engage in any split-fee arrangement, in any form whatsoever, to induce the referral of patients or patronage from a health care provider or health care facility;

5. In a declaratory statement issued on July 11, 1992, the Board interpreted §458.331(1)(i), Florida Statutes, to prohibit an arrangement whereby a clinic retains a specified percentage (54%) of the physician's billings without regard to the cost of providing services by the clinic to the physician and without regard to whether the billings are for services performed by the physician in or out of the clinic. Green, supra.

6. In accord with its previous decision in Green, the Board concludes that this agreement, which requires Petitioner or Petitioner's group practice to pay a specified percentage of their net income without regard to the cost of providing services supplied by the Company, and without regard to whether the income is from services performed either by Petitioner or under Petitioner's supervision or direction is a split-fee arrangement that is in violation of §458.331(1)(i), Florida Statutes.

7. Furthermore, payment of fees to the Company, that are based upon revenue generated, at least in part, because of the referrals that the Company has helped to generate is a violation of §458.331(1)(i), Florida Statutes. Although payment of a reasonable flat fee in return for the provision of management services, including practice enhancement, is appropriate and allowable under Florida law, payment of a percentage of the revenue the management services and practice enhancement generate is not permissible. In coming to this conclusion, the Board is aware of the line of cases from the Second District Court of Appeal in Florida⁴ which have set forth that

⁴Practice Management Associates v. Orman, 614 So. 2d 1135 (Fla. 2d DCA 1993); Practice Management Associates v. Gulley, 618 So. 2d 259 (Fla. 2d DCA 1993); and Practice Management Associates, Inc. v. Bitet, 654 So. 2d 966 (Fla. 2d DCA 1995).

contracts with a management company that call for payment of either a flat fee or a specific percentage of gross income, which ever is greater, are not traditional fee-splitting and therefore do not violate the fee-splitting prohibition contained in many of Florida's practice acts regulating health care professionals.⁵ The Board concludes that those cases are distinguished by both fact and law. Factually, each of those cases involved management services, but did not identify as an obligation of the management company any activity that could be construed as providing more extensive referrals of patients. The agreement in this situation specifically requires the company to create a physician provider network; develop relationships and affiliations with other physician provider networks; develop and provide ancillary services including pharmacy, laboratory, and diagnostic services; and evaluate, negotiate, and administer managed care contracts. Each of these activities is involved in the development of a greater number of patient referrals to Petitioner's practice.⁶ As a matter of law, the cases in the Second District Court of Appeal all predated the Legislature's 1996 enactment of the Patient Brokering Act at §817.505, Florida Statutes. Although the Board does not choose to interpret the application of §817.505, Florida Statutes⁷, it is clear that the Legislature intends that payment of fees or other

⁵Each of the cases in the Second District Court of Appeal involved language in the Chiropractic practice act that is virtually identical to the language set forth in §458.331(1)(i), Florida Statutes.

⁶The thirteen Intervenor physician members of the group practice Petitioner is contemplating joining, brought to the Board's attention the case of Lieberman & Kraff, M.D., S.C. v. Desnick, 614 N.E. 2d 379 (Ill. App. 1 DCA 1993), in which the Illinois Court of Appeals rejected the Florida District Court's interpretation of the Illinois law at issue in the seminal case in Florida's Second District Court of Appeal. The Illinois court found that the practice described in the Florida cases would violate the fee-splitting provisions of Illinois law.

⁷It was suggested by some of the Intervenors that the Board does not have jurisdiction to interpret and apply the provisions of §817.505, Florida Statutes, because it is a criminal statute and not within the purview of the Board. The Board acknowledges and agrees with that

remuneration directly or indirectly related to the referral of patients to health care providers is no longer to be permitted in Florida. Furthermore, the Board notes the similarity in the language and apparent intent between the provisions in §458.331(1)(i), Florida Statutes, and §817.505, Florida Statutes. Clearly, any licensee convicted pursuant to §817.505, Florida Statutes, would be subject to discipline by the Board pursuant to §458.331(1)(c), Florida Statutes.

8. This Final Order responds only to the specific facts set forth and specific questions set forth by Petitioner in his Petition for Declaratory Statement. The conclusions of the Board are with regard to the specific statutory provisions addressed and should not be interpreted as commenting on whether the proposed facts may or may not violate other provisions of Chapter 458, Florida Statutes, or other related obligations placed on physicians in Florida. Furthermore, this Declaratory Statement is not a ruling on the legal validity or enforceability of the described contract or any similar contract between a physician or physician group and a practice management company.

WHEREFORE, the Board hereby finds that under the specific facts of the petition, as set forth above; the contractual arrangement described by Petitioner is prohibited pursuant to §458.331(1)(i), Florida Statutes, and declines to address the application of §817.505, Florida Statutes; through §458.331(1)(g), Florida Statutes.⁸

DONE AND ORDERED this 3rd day of NOVEMBER, 1997.

argument and therefore is not providing an interpretation of the application of that particular statutory provision.

⁸Section 458.331(1)(g), Florida Statutes, provides for discipline against the license of any physician who fails to perform any statutory or legal obligation placed upon a licensed physician. The Board does not believe that a reasonable reading of this section would provide a basis for interpreting and applying §817.505, Florida Statutes.

BOARD OF MEDICINE

Edward A. Dauer, M.D.

EDWARD A. DAUER, M.D.
CHAIRMAN

NOTICE OF RIGHT TO JUDICIAL REVIEW

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS MAY BE COMMENCED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE CLERK OF THE DEPARTMENT OF HEALTH AND A SECOND COPY, ACCOMPANIED BY THE FILING FEES REQUIRED BY LAW, WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE PARTY RESIDES OR THE FIRST DISTRICT COURT OF APPEAL. THE NOTICE OF APPEAL MUST BE FILED AS SET FORTH ABOVE AND WITHIN THIRTY (30) DAYS OF RENDITION OF THIS FINAL ORDER.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order has been furnished by U.S. Mail to, Charles A. Buford, Esquire, 2560 Gulf to Bay Blvd., Suite 300, Clearwater, Florida 33765, and to Alan S. Gassman, Esquire, 1245 Court Street, Suite 102, Clearwater, Florida 34616, Counsel for Petitioner and for the thirteen intervenor physician members of Access Medical, Inc.; and to Michael J. Cherniga, Esquire, 101 E. College Avenue, Post Office Drawer 1838, Tallahassee, Florida 32302, Counsel for Intervenors Dr. Goldman and Phymatrix; and to Craig H. Smith, Esquire, NationsBank Building, Third Floor, 3600 North Federal Highway, Ft. Lauderdale, Florida 33308, this _____ day of _____, 1997.

AMENDED CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order has been provided by certified mail to Magan L. Bakarania, M.D., 320 Oakfield Drive, Suite A, Brandon, FL 33511-5706, Charles A. Buford, Esquire, 2560 Gulf to Bay Blvd., Suite 300, Clearwater, FL 33765, Alan S. Gassman, Esquire, 1245 Court Street, Suite 102, Clearwater, FL 34616, Counsel for Petitioner and for the thirteen Intervenor physician members of Access Medical, Inc.; to Michael J. Cheniga, Esquire, 101 E. College Avenue, Post Office Drawer 1838, Tallahassee, FL 32302, Counsel for Intervenor Dr. Goldman and Phymatrix; and to Craig H. Smith, Esquire, NationsBank Building, Third Floor, 3600 North Federal Highway, Ft. Lauderdale, FL 33308 at or before 5:00 p.m., this _____ day of _____, 1997.

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION
BOARD OF MEDICINE

FILED
MAY 21 1997

AHCA NO. _____

Draft

IN RE:

Petition For Declaratory
Statement of Magan L. Bakrania,
M.D.

PETITION FOR DECLARATORY STATEMENT

Pursuant to Section 120.565, Florida Statutes, and Rules 59R-1.003 and 28-4.001, Florida Administrative Code, Petitioner, Magan L. Bakrania, M.D. (the "Petitioner"), by and through undersigned counsel, petitions the Board of Medicine for a Declaratory Statement and says:

1. The Petitioner is Magan L. Bakrania, M.D. For purposes of this Petition, Petitioner's address is that of undersigned counsel.

2. The agency affected by this Petition is the Agency For Health Care Administration, Board of Medicine (the "Board"). The statutory provisions on which this Declaratory Statement is sought are Sections 458.331(1)(g), 458.331(1)(i) and 817.505, Florida Statutes.

3. Petitioner is contemplating entering into a long-term management agreement with a practice management company (the "Company") substantially similar to the one attached hereto as Exhibit A, and incorporated herein (the "Agreement"). Petitioner.

BROAD and CASSEL

Broward Financial Centre, Suite 1130, 500 East Broward Blvd., Fort Lauderdale, Florida 33394 (954) 764-7060 / Dade (305) 945-0404

would be entering into the Agreement with approximately fifteen other physicians (the "Practice"). The number of physicians in the Practice is likely to change over the term of the Agreement.

4. The Agreement contains the following relevant provisions:

a. The Company is required to provide certain "General Management Services," including, but not limited to, practice expansion. The Company proposes to expand the Practice by developing "relationships and affiliations with other physicians and other specialists, hospitals, networks, health maintenance organizations, preferred provider organizations." The Company is also obligated to attempt to develop a physician provider network in the Practice's service area in which the Practice may participate and to incorporate the Practice into existing networks. Other General Management Services include strategic planning, coordinating managed care relationships, consulting with regard to fee schedules and other management services as requested by the Practice.

b. The Company will also provide certain "Operational Services" to the Practice, including employing personnel, providing facilities and equipment, assist in developing ancillary services, bookkeeping, billing, collecting and financial reporting.

c. The Company may also provide unspecified ancillary services to which the Practice's physicians may refer.

d. The Practice must pay the Company three separate fees. First is an "Operations Fee" which consists of essentially all of the actual expenses incurred by the Company in the provision

AHCA NO. _____

of the Operational Services to the Practice by the Company, including the salary of the Practice's administrator. Second, the Practice must pay the Company an annual "General Management Fee" of \$450,000.00 to compensate the Company for its General Management Services. The General Management Fee does not vary with the number of physicians in the Practice. Finally, the Practice must pay the Company an annual "Performance Fee" equal to thirty percent of the Practice's net income each year. The Practice's net income consists of all of the revenue's generated by or on behalf of the Practice or its physicians "as a result of professional medical services furnished to patients, ancillary services provided to patients, pharmaceuticals and other items or supplies sold to patients and other fees or income generated . . . in an inpatient or outpatient setting . . ." regardless of the source, less (i) the Operations Fee, (ii) the "Base Management Fee" (presumably meaning the General Management Fee and (iii) an amount that approximately equals the Practice's profits prior to entering into the Agreement. Thus, the Performance Fee essentially is a percentage of the additional profits generated by the Practice as a result of the Company's marketing and management efforts.

5. Section 458.331(1)(i), Florida Statutes, states that physicians are subject to disciplinary action by the Board for "[p]laying or receiving any commission, bonus, kickback, or rebate, or engaging in any split-fee arrangement in any form whatsoever with a physician, organization, agency, or person, either directly or indirectly, for patients referred to providers of health care

goods and services" Petitioner is concerned that the fee arrangement provided for in the Agreement could be construed to violate this prohibition, particularly in light of the Board's decision in The Petition for Declaratory Statement of: Dr. Gary R. Johnson, M.D., and the Green Clinic, a partnership of professional associates [sic] (July 11, 1992) (the "Johnson Decision"). The Johnson Decision concerned a physician who paid management fees to a clinic based on a percentage of fees he collected for all of his professional services. In that decision, the Board construed this arrangement to violate the above-cited prohibition because a percentage payment did not relate to the cost of the services provided by the managing clinic. The Board also noted that the professional fees upon which the percentage calculation was based included fees that were generated by the physician for services that he performed outside of the clinic. The Agreement is similar to the contract in the Johnson Decision in this regard. Moreover, the Practice is required to reimburse the Company not only for its actual costs of running the Practice, but an additional \$450,000.00 per year, presumably representing profit to the Company. Such payment is not reduced if the number of physicians in the Practice decreases (or increases).

6. Section 458.331(1)(g), Florida Statutes, states that a physician may be disciplined for "[f]ailing to perform any statutory or legal obligation placed upon a licensed physician." Section 817.505(1), Florida Statutes, makes it unlawful for a physician to "[o]ffer or pay any commission, bonus, rebate,

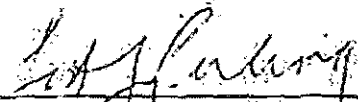
AHCA NO. _____

kickback, or bribe, directly or indirectly, in cash or in kind, or engage in any split-fee arrangement, in any form whatsoever, to induce the referral of patients or patronage from a health care provider or health care facility." Petitioner is concerned that he would be subject to discipline by the Board for failing to perform a statutory obligation placed on him by Section 817.505 by not engaging in a split-fee arrangement with the Company.

7. In light of the Johnson Decision and the statutory prohibitions against fee-splitting, Petitioner requests that the Board issue a Declaratory Statement advising Petitioner as to whether Petitioner would be subject to discipline if Petitioner enters into the Agreement.

Respectfully submitted,

BROAD AND CASSEL
Attorneys for Magan L.
Bakarania, M.D.
Broward Financial Centre
500 East Broward Boulevard
Suite 1130
Fort Lauderdale, Florida 33394
Telephone: (954) 764-7060
Facsimile: (954) 761-8135

By: 
LESTER J. PERLING, ESQ.
FLORIDA BAR NO. 13854

AHCA NO. _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that an original and ^{one}~~two~~ copies of the foregoing Petition For Declaratory Statement have been served by hand delivery on Sam Power, Agency Clerk, 2727 Mahan Drive, Building 3, Room 3426A, Tallahassee, Florida 32308, with a copy by U.S. Mail to Alan Grossman, Esq., Assistant Attorney General, Plaza 1, The Capital, Tallahassee, Florida 32399-1050, this 24th day of June, 1997.

BY: *Lester J. Perling*
LESTER J. PERLING, ESQ.

Practice Management Agreement

Parties:

(“Practice”)

Effective Date: January 30, 1997 (the “Effective Date”)

Recitals: The Practice and _____ desire to enter into this agreement (“Agreement”) to provide a full statement of their respective rights and responsibilities during its Term (as defined in Section VII. A. herein).

The Practice desires to enter into this Agreement with _____ for the provision of management services to enhance the efficiency of its operations and to allow its Practice Providers (as defined in Attachment I herein) to concentrate fully on providing quality medical services to patients.

FOR GOOD AND VALUABLE CONSIDERATION, _____ and the Practice agree as follows:



and

I. Preliminary Statements

A. **Recitals.** The recitals set forth above are true and accurate and are incorporated as part of this Agreement by this reference.

B. **Definitions.** Many capitalized terms used in this Agreement are defined in Attachment I to this Agreement; however, capitalized terms used in this Agreement are also defined in the text of this Agreement and the Attachments II through VI.

C. **Attachments.** All attachments to this Agreement are incorporated into this Agreement by this reference. The attachments to this Agreement are the following:

Attachment I:	Definitions
Attachment II:	Power of Attorney Designation
Attachment III:	Restrictive Covenant
Attachment IV:	Compensation
Attachment V:	Repurchase of Assets
Attachment VI:	Miscellaneous Contractual Provisions

II. General Management Services

shall provide the Practice with the following general management services:

A. **Strategic Planning and Goals.** shall prepare, in consultation with the Practice, an annual Business Plan and Budget (as defined in Attachment I), reflecting in reasonable detail anticipated revenues, expenses, sources and uses of capital, personnel staffing, support services arrangements and anticipated ancillary services. As set forth in greater detail in Section V. B., the Business Plan and Budget shall include information relating to the growth and enhancement of the Practice.

B. **Expansion of Practice.** shall assist the Practice in developing relationships and affiliations with physicians and other specialists, hospitals, networks, health maintenance organizations, preferred provider organizations, which may result in the expansion of the Practice's patient base. The Practice shall cooperate with and use commercially reasonable efforts to assist in its efforts to expand the Practice. shall use commercially reasonable efforts to create a physician provider network affiliating primary care and specialty physicians in the geographic area serviced by the Practice and shall incorporate the Practice into that network. shall also assist the Practice in developing a relationship and affiliation with current physician network development activities in the geographic area, including

current network development relationships with other IPAs and other practices, with which _____ has entered into an agreement(s) as of the date of this Agreement, hereinafter collectively referred to as the "Existing Physician Network Initiatives." Subject to the approval of _____ of the Existing Physician Network Initiatives, _____ shall use reasonable efforts to facilitate communication between the Practice and the Existing Physician Network Initiatives to facilitate a mutually beneficial relationship with the Practice and _____ shall use reasonable efforts to coordinate the activities of the Existing Physician Network Initiatives with the activities of the Practice under mutually beneficial terms and conditions.

In Hillsborough County, Florida, _____ and the Practice shall each actively work together to identify and negotiate transactions with medical practices composed of all primary care physicians and individual primary care physicians and use commercially reasonable efforts to have such practices and physicians integrated with the Practice, become employees of the Practice, or otherwise become affiliated with the Practice, where practicable and consistent with sound business judgment. This preceding sentence shall not be construed as prohibiting the Practice from expanding into any geographic area pursuant to the terms of this Agreement.

_____ acknowledges that the Practice has developed or is in the process of developing relationships with third parties regarding the development and operation of certain ancillary services, including (i) a community pharmacy; (ii) a centralized diagnostic facility, and (iii) a centralized clinical laboratory and that these efforts should continue to be pursued and implemented provided that they are financially feasible for the Practice and consistent with sound business judgment. With regard to the creation of a centralized clinical laboratory,

_____ acknowledges that the Practice has entered into an agreement (the "GPS Agreement") with _____ relative to the creation and ongoing operation of a clinical laboratory. _____ shall cooperate with the Practice and

_____ with regard to the creation and operation of the clinical laboratory as long as continuing to work with _____ is consistent with sound business judgment. If at some point in time the decision is made to terminate the GPS Agreement, _____ agrees that the Practice shall have no obligation to terminate the GPS Agreement other than pursuant to the terms of the GPS Agreement. With regard to

the development of the community pharmacy and central diagnostic facility, _____ acknowledges that the Practice has had ongoing discussions with third parties regarding the creation and implementation of a community pharmacy and central diagnostic facility and that those discussions should continue if consistent with sound business judgment. The Practice understands and agrees that all of the aforementioned ancillary services, as well as any other ancillary services that the Practice desires to develop, shall be developed within the Practice.

C. **Managed Care Relationships.** shall evaluate, negotiate and administer managed care contracts and other third party payor contracts on behalf of the Practice.

D. **Establishment of Fees.** shall recommend fees, charges, premiums or other amounts due in connection with services and goods provided by the Practice. The Practice may adopt recommendations in its reasonable discretion.

E. **Practice Management Services.** shall render business and financial management consultation and advice reasonably requested by the Practice and directly related to the operations of the Practice pursuant to this Agreement. shall assess business activity including product line analysis, outcomes monitoring and patient satisfaction and shall evaluate and, if appropriate, as determined by utilize those systems currently in place and being utilized or which are under development by the Practice as of the date of this Agreement (the "Current Management Systems"). For those Current Management Systems which continues to utilize or develop, with the approval of the Practice, the Practice shall have continued review of and input in the use and development of such Current Management Systems, which review and input will occur through and be approved by the Steering Committee, as provided in Section V. shall develop systems to track revenues, expenses, utilization, quality assurance, physician productivity and patient satisfaction. shall assist the Practice in meeting NCQA requirements and provide Medicare documentation, upon request.

III. Provision of Operational Services by

In addition to the services enumerated in Section II, shall provide the Practice with the following operational services (the "Operational Services"):

A. **Personnel.** shall employ and provide all personnel necessary for the Practice to provide professional services, other than Practice Providers (as defined in Attachment I). shall employ and provide the benefits package, as amended from time to time, to all personnel (other than Practice Providers) rendering services in connection with the Practice, in accordance with the Practice's operational needs and the Business Plan and Budget then in effect. shall include, as part of the Business Plan and Budget, an estimate of anticipated expenses for the recruitment and retention of all such personnel. shall provide the following personnel services to the Practice:

1. **Practice Manager.** shall select and provide a practice manager to manage and administer the Practice's business functions and

services. shall employ the practice manager and determine the salary and fringe benefits. The practice manager may provide services to other practices, in addition to the Practice, as reasonably determined by

2. Non-Medical Personnel. shall employ non-medical personnel (i.e., clerical, secretarial, bookkeeping and collection personnel) as reasonably requested by the Practice, and as necessary for the Practice's effective operation, as contemplated by the Business Plan and Budget. shall provide personnel for the maintenance of patient records, billing, collection and maintenance of the financial records. after consultation with the Practice, shall determine the salaries and fringe benefits of all the non-medical personnel, and shall retain decision-making authority regarding all such personnel assignments. Non-medical personnel may perform services from time to time for other individuals or entities.

3. Professional Personnel. shall employ and provide to the Practice the Employed Professional Personnel (as hereinafter defined). "Employed Professional Personnel" shall mean all professional personnel other than Practice Providers. The Employed Professional Personnel shall be retained as determined by the Practice in the exercise of its professional judgment to be reasonably necessary for the effective operation of the Practice, as contemplated by the Business Plan and Budget. shall facilitate the recruitment and retention of all Employed Professional Personnel. Although shall employ Employed Professional Personnel, the Practice shall interview, make determinations to hire, and to terminate Employed Professional Personnel. All Employed Professional Personnel providing services in connection with the Practice shall be under the direct control and supervision of the Practice and its Practice Providers.

4. Practice Providers. shall perform administrative services relating to the recruitment of Practice Providers. It shall be a Practice responsibility to interview and retain such personnel. All Practice Providers shall be employees, independent contractors or agents of the Practice (and not of).

B. Facilities, Utilities and Other Related Expenses. shall lease or sublease the Medical Offices (as defined in Attachment I). The Practice shall have exclusive use (other than the presence of employees, independent contractors or agents at the Medical Offices performing services pursuant to the terms of this Agreement), possession and quiet enjoyment of the Medical Offices. shall

provide, manage and maintain the Medical Offices in good condition and repair ordinary wear and tear excepted, including the provision of routine janitorial and maintenance services. shall provide utilities and shall pay other related expenses, consistent with the Business Plan and Budget.

C. Existing Furniture, Fixtures and Equipment. shall acquire furniture, fixtures and equipment ("FF&E") of the Practice pursuant to an Asset Purchase Agreement dated January 23, 1997, among a Delaware corporation ("AAMC") and the shareholders of AAMC. The FF&E provided by shall be that listed in Exhibit A to this Agreement. Nothing in this Agreement shall be construed to affect or limit in any way the professional discretion of the Practice Providers to select and use equipment, furnishings, inventory, and supplies which the Practice deems necessary for the practice of medicine. shall be responsible for all repairs and maintenance of the FF&E and shall provide new or replacement FF&E. Except in the case of an unanticipated need, new or replacement FF&E shall be provided for in the annual Business Plan and Budget. may refuse to provide new or replacement FF&E not included in the annual Business Plan and Budget to the extent its refusal is reasonable. Title to existing, new and replacement FF&E shall be in the name of or its nominee or a leasing company. The Practice shall have exclusive use, possession and quiet enjoyment of both existing and new FF&E provided by during the Term.

THE PRACTICE ACKNOWLEDGES THAT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE FITNESS, SUITABILITY OR ADEQUACY OF ANY FURNITURE, FIXTURES, EQUIPMENT, INVENTORY, OR SUPPLIES LEASED OR PROVIDED PURSUANT TO THIS AGREEMENT FOR THE CONDUCT OF A MEDICAL PRACTICE OR FOR ANY OTHER PARTICULAR PURPOSE.

D. Practice's Physical Expansion and Addition of Procedures. shall assist the Practice in adding additional appropriate office-based procedures and/or additional office space, as provided in the Business Plan and Budget.

E. Business Office and Support Services. shall provide computer, bookkeeping, billing and collection accounts receivable and accounts payable services necessary for the management of the Practice pursuant to this Agreement. shall also order and purchase medical and office supplies required in the day-to-day operation of the Practice, and shall assist and facilitate the Practice's participation in group purchasing arrangements. shall provide access to management information systems services to the Practice, including risk contracting systems services. shall also arrange laundry, waste collection, and other routine operational services.

F. Professional and Consulting Services Rendered by Third Parties. shall arrange for third parties to render business and financial management

consultation and advice reasonably requested by the Practice and directly related to the operations of the Practice pursuant to this Agreement. Except as contemplated by the Business Plan and Budget, shall not be responsible for any services requested by or rendered to any individual, employee or agent of the Practice not directly related to Practice operations. shall not be responsible for rendering legal, tax, or personal financial advice to the Practice or any of its employees or agents.

G. Patient and Financial Records. shall maintain files and records relating to the operation of the Practice, including, but not limited to, customary financial records and patient files. The management of all files and records shall comply with applicable Federal, state and local statutes and regulations, regarding their confidentiality and retention. Files and records shall be located to be readily accessible for patient care, consistent with customary records management practices. shall have reasonable access to files and records, and, subject to applicable laws, shall be permitted to retain copies of them. The Practice shall be responsible for the preparation of, and direct the contents of, patient medical records. All patient medical records shall remain the property of the Practice. The Practice shall be responsible for proper documentation of medical services.

H. Financial Statements. shall prepare Practice profit and loss and income statements, in accordance with the manner and form normally keeps books and records. The statements shall reflect Practice Revenues (as defined in Attachment I) generated by or on behalf of the Practice and shall contain a comparison of actual and budgeted Practice Revenues and Operational Expenses (as defined in Attachment I). shall provide the Practice with preliminary monthly statements by the 15th of the succeeding month and final monthly statements by the end of the succeeding month. shall provide a year-end statement within ninety (90) days after the end of the calendar year.

IV. Obligations of Practice

A. Professional Standards. Medical services shall be performed solely by Practice Providers, or under the supervision of Practice Providers as required under the laws, regulations and policies of Medicare, Medicaid and other third party payors, as well as other applicable laws, regulations and policies. The Practice shall have complete and absolute control over the methods by which the Practice, the Practice Providers and Employed Professional Personnel practice medicine and/or render the professional services which they are licensed to provide under the laws of the State of

Florida. The Practice shall require that Practice Providers, Incident To Professionals and Employed Professional Personnel comply with applicable ethical standards, laws and regulations. The Practice shall, with the assistance of (if so requested by the Practice), use reasonable efforts to resolve utilization review or quality assurance issues which may arise. In the event that disciplinary actions or professional liability actions are initiated against any Practice Provider or threatened against any Practice Provider such that the Practice reasonably believes that a disciplinary action or professional liability action will be initiated, the Practice shall immediately inform of the action or such threatened action, and the underlying facts and circumstances. The Practice shall implement and maintain a program to monitor the quality of medical care, and shall render administrative assistance to the Practice, as requested.

B. **Integrated Delivery Systems and Managed Care Arrangements.** The Practice shall cooperate with in the development and operation of integrated healthcare delivery systems and managed care arrangements. The Practice shall reasonably participate as a provider and in the administrative operation of the integrated delivery systems and managed care arrangements. To the extent to which the Practice, and the Existing Physician Network Initiatives, as previously defined within Section II.B., herein, are able to coordinate their activities under mutually beneficial terms and conditions, as provided within Section II.B., herein, such agreed upon terms and conditions shall affect the development and operation of the integrated healthcare delivery systems and managed care arrangements as provided within this Section. In accordance with the Steering Committee approval and in accordance with approval of the decision-making authority which may be established among the Practice, and Existing Physician Network Initiatives as they coordinate their respective activities with each other, the Practice may have more specifically defined input in the development and operation of integrated healthcare delivery systems and managed care arrangements, as contemplated within this Section.

C. **Continuing Medical Education.** The Practice shall require and use reasonable efforts to ensure that each of its Practice Providers participates in continuing medical education activities, as necessary to remain current in their respective specialties, including, but not limited to, the minimum continuing medical education requirements imposed by applicable laws and policies of applicable specialty boards.

D. **Physician Powers of Attorney and Billing.** The Practice shall appoint to act as agent in the billing and collection of all Practice Revenues, and shall require all Practice Providers to appoint as attorney-in-fact for the Practice and each Practice Provider, as more specifically set forth in Attachment II. The Practice shall cooperate and shall cause its Practice Providers to cooperate with in all matters relating to the billing and collection of all Practice Revenues. In this regard, the Practice shall review and approve all bills.

E. **Changes in Practice Providers.** The Practice shall use reasonable efforts to consult with _____ prior to removing or adding any Practice Providers. The Practice shall also use reasonable efforts to consult with _____ with regard to the terms and conditions of contracts or other arrangements entered into between the Practice and Practice Providers if such contracts or other arrangements do not satisfy all of the following parameters: (i) the Practice Provider is board certified or eligible for board certification in his/her specialty, (ii) malpractice insurance can be obtained for the Practice Provider from the current insurer of the other Practice Providers of the Practice, (iii) the Practice Provider has never had his/her medical staff privileges at any hospital facility suspended, terminated, restricted or revoked, and (iv) the Practice reasonably believes that the Practice Provider is highly regarded for his/her professional skills and expertise by the medical community located in the geographic area serviced by the Practice or if the Practice Provider has practiced as a physician for less than two (2) years in the geographic area serviced by the Practice, the Practice reasonably believes such Practice Provider will be highly regarded for his/her professional skills and expertise by the medical community located in the geographic area serviced by the Practice.

F. **Restrictive Covenants.** The Practice shall comply, and shall require the Practice Providers to comply, with the terms, conditions and provisions of the Restrictive Covenants set forth in Attachment III.

G. **Practice Expenses.** The Practice shall be solely responsible for the payment of all Practice Expenses.

H. **Non-Competition Agreement.** The Practice agrees it shall cause any and all of its shareholders to enter into the Non-Competition Agreement attached hereto as Exhibit IV.H. (the "Non-Competition Agreement").

V. **Steering Committee**

A. **Creation and General Duties of Steering Committee.** _____ and the Practice shall establish a Steering Committee composed of six (6) members, three (3) of which shall be designated by the Practice and three (3) of which shall be designated by _____. The Steering Committee shall meet one time per quarter. The Steering Committee shall consider, review, determine and approve the following matters as they relate to the operation of the Practice: (i) the annual Business Plan and Budget; (ii) employment and recruitment of all Practice Providers; (iii) long term strategic planning; (iv) operational and capital expenditures; (v) establishment and maintenance of relationships with health care providers and payors; and (vi) the fee schedule for services and items provided by the Practice. The _____ Steering Committee members must vote as a block and the Practice Steering Committee members must vote as a block meaning that

the Steering Committee members collectively shall be entitled to cast one vote per matter voted on by the Steering Committee and the Practice Steering Committee members collectively shall be entitled to cast one vote per matter voted on by the Steering Committee. A quorum of the Steering committee only exists when two (2) of the three (3) Steering Committee members and two (2) of the three (3) Practice Steering Committee members are present (in person or by telephone communication as long as all such members of the Steering Committee can simultaneously hear one another). Once a quorum is present, any matter voted on by the Steering Committee shall be approved only if both the Steering Committee members voting as a block and the Practice Steering Committee members voting as a block approve the matter. A deadlock of the Steering Committee shall be settled exclusively by binding arbitration in accordance with the Alternative Dispute Resolution Service, Rules of Procedure for Arbitration and the costs of such arbitration shall be borne equally by the Practice and Notwithstanding anything to the contrary in the foregoing, in the event the Steering Committee deadlocks on whether the Practice shall enter into any managed care contract or other third party payor contract, then any such deadlock shall not be settled by binding arbitration, but rather shall result in the Practice not entering into such managed care contract or other third party payor contract. Once contracts with managed care organizations are approved by the Steering Committee, the practice manager (described in Section II.B.) shall have the right and authority to execute such contracts on behalf of the Practice and Practice Providers.

B. Annual Business Plan and Budget. One of the Steering Committee's primary responsibilities shall be the implementation of the approved annual Business Plan and Budget, which shall set forth anticipated revenues and expenses to be incurred for each fiscal year during the Term. The annual Business Plan and Budget shall be prepared and approved by the Steering Committee at least thirty (30) days prior to the commencement of the Practice's fiscal year, unless another time frame is agreed to by the members of the Steering Committee. is authorized to incur operational and other expenses pursuant to the Business Plan and Budget. shall be required to seek the approval of the Steering Committee to incur an expense exceeding the budgeted amounts specified in the Business Plan and Budget unless: (i) the expense does not exceed a line item expense specified in the Business Plan and Budget by more than ten percent (10%) for any six-month period or (ii) the total expenses for the applicable calendar year, on an annualized basis, do not exceed the total amount budgeted for such year by more than five percent (5%). Nevertheless, may exceed that amount in the event the increase in the expenditure is the result of an event beyond control (e.g., increases in tax rates, utility charges, Acts of God, strikes, etc.).

VI. Compensation

A. **Compensation.** The compensation structure is set forth below. Material terms of the compensation arrangement are also set forth in Attachment IV to this Agreement.

1. **Operations Fee.** The Practice shall pay a fee (the "Operations Fee") equal to Operational Expenses (as defined in Attachment I).
2. **General Management Fee.** In order to compensate for the general management services it provides as set forth in Section II of this Agreement, the Practice shall pay an annual fee (the "General Management Fee") equal to \$450,000.00.
3. **Performance Fee.** The Practice shall pay an annual fee (the "Performance Fee") equal to 30% percent of the Net Practice Income (as defined in Attachment I) of the Practice for such year.

B. **Payments.** The following payments shall be paid in the following order of priority from the funds on deposit in the Bank Account:

1. **Payment of Operations Fee.** shall pay the Operational Expenses from Practice Revenues in the Bank Account as they fall due; in this manner shall receive payment of the Operations Fee.
2. **Payment of General Management Fee.** On the 1st day of each month of the Term of this Agreement, the Practice shall pay \$37,500.00.
3. **Payment of Practice Distribution Amount.** On or before the fifteenth (15th) and the last day of each calendar month, shall deliver to the Practice a sum equal to 1/24th of the Practice Distribution Amount.
4. **Payment of Performance Fee.** shall prepare a cumulative quarterly financial statement, beginning on the fourth full month following the Effective Date of this Agreement, for the purpose of calculating the Performance Fee payable to for the applicable quarter. Within three (3) business days following delivery of such quarterly financial statement to the Practice, the Practice shall pay the Performance Fee payable to on the basis of such quarterly financial statement for the first three (3) quarters of each year of the Term of this Agreement.

with each financial statement falling on the anniversary of the Effective Date of this Agreement being used to adjust the payment of the full Performance Fee during the preceding year to ensure calculation of the Performance Fee on an annualized, and not quarterly, basis.

5. **Payment of Final Annual Payment.** Following payment of the final General Management Fee and Performance Fee due for each year of the Term of this Agreement, the Practice shall receive the balance of the funds which then remain in the Bank Account after retaining in the Bank Account funds equal to the Minimum Working Capital Requirement (as defined in Attachment I).

6. **Accruals:** Should funds not be available in the Bank Account to pay any of the items described in Sections VI.B.1 through 4 above, such amounts shall accrue as provided in Attachment IV; provided, however, that the Practice shall be responsible to pay all fees owed to during the Term.

7. **Final Payment.** Upon the expiration of the Term of this Agreement, after payment of all of the fees and other items referred to in paragraphs 1 through 4 above, the repayment of any advances made by pursuant to the terms of this Agreement or its Attachments and the payment to of any other sums owing to it under this Agreement or its Attachments, subject to any rights of off-set which may exist in favor of the Practice shall receive the balance of funds which remain in the Bank Account.

VII. Term and Termination

A. **Term.** The initial term of this Agreement shall be for a period of forty (40) years commencing on January 30, 1997 and ending on January 29, 2037 (the "Initial Term"). This Agreement shall be extended for separate and successive five (5) year periods (each such five (5) year period shall be referred to as an "Extended Term" and the Initial Term and any Extended Term shall be referred to in this Agreement as the "Term") unless either party provides the other party notice not less than sixty (60) days prior to the end of the Initial Term or an Extended Term, unless this Agreement otherwise terminates pursuant to Section VII.B. below. The same terms and conditions of this Agreement shall apply to an Extended Term unless the Practice and mutually agree in writing to alter the terms and conditions.

B. Termination. Either party (the "Terminating Party") may terminate this Agreement on the basis of the following:

1. The other party fails to pay any portion of the sums due the Terminating Party under this Agreement for a period of ten (10) days after the receipt of written notice by the party required to pay the sum due.
2. The other party breaches any material term or condition of this Agreement not related to the payment of sums due under this Agreement and such breach continues for thirty (30) days after the receipt by the breaching party of written notice specifying the breach.
3. The other party voluntarily files a petition in bankruptcy or makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or is the subject of an involuntary petition in bankruptcy which is not set aside within sixty (60) days of its filing.
4. The other party materially breaches or defaults under any other agreement with the Terminating Party, subject to any applicable notice and cure periods provided in any other agreement.
5. The other party's representations and warranties in this Agreement are materially untrue or incorrect on the Effective Date, if made as of the Effective Date or cease to be true and accurate at any future date if intended to continue beyond the date of this Agreement.
6. The other party is terminated or suspended from participation in the Medicare or Medicaid programs.
7. The other party is convicted of a criminal action which constitutes a felony involving the Medicare or Medicaid programs, the operations of its business or any other criminal statute.
8. The liquidation or dissolution of the other party.

may also terminate this Agreement if (i) the Practice or any Practice Provider is suspended or prohibited from participating in the Medicare or Medicaid programs or are excluded from entering into healthcare provider agreements with any material portion of the managed care or healthcare insurance industry and such suspension, prohibition or exclusion is not rescinded within thirty (30) days following the

commencement thereof; (ii) any Practice Provider has his/her license to practice medicine in any state or his/her Drug Enforcement Number suspended, relinquished, terminated, restricted or revoked and the same is not reinstated within thirty (30) days thereafter; (iii) any Practice Provider has his/her medical staff privileges at any hospital or medical facility suspended, terminated, restricted or revoked and the same is not reinstated within thirty (30) days thereafter; (iv) any Practice Provider has been reprimanded, sanctioned or disciplined by any licensing board, or any federal, state or local society or agency, governmental body or specialty board; or (v) the Practice breaches any of the restrictive covenants provided in Attachment III. Notwithstanding the foregoing, if this Agreement would terminate as a result of the action described in (i) through (iv) of this Paragraph applying to a Practice Provider, then this Agreement still shall not terminate if such Practice Provider is terminated; provided, however, at the sole discretion of the Practice shall have the obligation to replace the terminated Practice Provider if the annualized Practice Revenues for the first six (6) months after the terminated Practice Provider's departure has declined five percent (5%) or more from the Practice Revenues for the twelve (12) month period ending on the date of the terminated Practice Provider's departure. If the Practice does have the obligation to replace the terminated Practice Provider pursuant to the foregoing sentence, then the Practice shall have three hundred sixty-five (365) days to make such replacement. Additionally, may also terminate this Agreement if any Practice Provider breaches any of the restrictive covenants provided in Attachment III; provided, however, in such a situation this Agreement shall not terminate so long as (i) the Practice terminates the Practice Provider, (ii) the Practice cooperates with to enforce such restrictive covenant provisions, and (iii) the Practice enforces the restrictive covenant and non-competition provisions contained in the employment agreement or any other agreement between the Practice and Practice Provider.

C. Effects of and Obligations Upon Termination.

1. Upon any termination or expiration of this Agreement: (i) neither party shall be discharged from any previously accrued obligation which remains outstanding; (ii) any sums of money owing by one party to the other shall be paid immediately, prorated through the effective date of termination or expiration; (iii) the Practice shall return to all originals and copies of any Confidential Information (as defined in Attachment III) in the possession of the Practice or any other person or entity to whom it has delivered originals or copies; (iv) the Practice and shall perform such matters as are necessary to wind up their activities under this Agreement in an orderly manner, including provision to the Practice of patient billing records on paper or electronic data; (v) the Practice shall purchase all assets owned by but which relate to the Practice under the terms and in the manner set forth in Attachment V; (vi) the Practice shall assume all leases for space where the Practice or Practice Providers are providing professional services at the time of termination except leases for the space of the Expanded Office Locations (as defined in Attachment III); (vii) at sole option, the Practice shall assume all leases for the space of the Expanded Office Locations; and

(viii) each party shall have the right to pursue other legal or equitable relief as may be available depending upon the circumstances of the termination.

2. Additionally, in the event this Agreement is terminated for any reason other than a termination by the Practice pursuant to Section VII.B. within nine (9) years from the Effective Date (the "Threshold Period"), the Guaranteed Amount shall be immediately due and payable by the Practice and the certain individuals which are set forth on Exhibit VII.C.2 (the "Guarantors"). This payment shall be in addition to, and not in lieu of, any remedy available to _____ under Section VII.C.1 above or otherwise. If this Agreement terminates for any reason other than a termination by the Practice pursuant to Section VII.B. within the Threshold Period and _____ pursues remedies in addition to repayment of the Guaranteed Amount and is awarded damages, then _____ agrees payment in full of the Guaranteed Amount shall offset such awarded damages but only to the extent that the awarded damages included damages for the General Management Fee that would have been paid during the Threshold Period but for the early termination of this Agreement. The Practice shall cause the Guarantors to execute a guarantee of payment assuming direct responsibility for the payment of the Guaranteed Amount, a form of which guarantee is attached to this Agreement as Exhibit B.

3. The rights and remedies of the parties under Section VII.C.1 through Section VII.C.3 above shall be cumulative and not to the exclusion of each other or any other remedy available to the party. Without limiting the generality of the foregoing, the payment contemplated under Section VII.C.2 above shall be in addition to, and not in lieu of, any other right or remedy to which _____ may be entitled under this Section VII.C. or otherwise.

VIII. Representations, Warranties and Covenants

A. Representations, Warranties and Covenants of the Practice. The Practice represents, warrants and covenants to _____ the following:

1. The Practice is a Florida corporation organized, validly existing and in good standing under the laws of the State of Florida.
2. The Practice has all necessary power to own all of its properties and assets and to carry on its business as now being conducted.
3. The Practice has the corporate authority to execute, deliver and perform this Agreement and all other agreements and documents executed and delivered by it pursuant to this Agreement.

4. The Practice has taken all action required by law, its Articles or Certificate of Incorporation, its Bylaws or otherwise to authorize the execution, delivery and performance of this Agreement and related documents.
5. The execution and delivery of this Agreement does not and, subject to the consummation of the transactions contemplated by this Agreement, shall not, violate any provisions of the Articles or Certificate of Incorporation or Bylaws of the Practice or any agreement, instrument, order, arbitration award, judgment or decree, to which the Practice is a party, or by which it is bound.
6. This Agreement has been duly executed and delivered by the Practice and constitutes the legal, valid and binding obligation of the Practice, enforceable in accordance with its terms.
7. The Practice has furnished with complete copies of the following financial information about the Practice: (i) M.D., P.A., Statement of Income and Expenses for the period 9/1/96 through 9/30/96; (ii) M.D., P.A. Balance Sheet as of 9/30/96; (iii) M.D., P.A. Statement of Income and Expenses for the period 12/01/95 through 12/31/95; (iv) M.D., P.A. Balance Sheet as of 12/31/95; (v) M.D., P.A. Statement of Income and Expenses 12/01/94 through 12/31/94; (vi) M.D., P.A. Balance Sheet as of 12/31/94; (vii) M.D., P.A. Statement of Income and Expenses for the period 9/1/96 through 9/30/96; (viii) M.D., P.A. Balance Sheet as of 9/30/96; (ix) M.D., P.A. Statement of Income and Expenses for the period 12/01/95 through 12/31/95; (x) M.D., P.A. Balance Sheet as of 12/31/95; (xi) M.D., P.A. Statement of Income and Expenses 12/01/94 through 12/31/94; (xii) M.D., P.A. Balance Sheet as of 12/31/94; (xiii) M.D., P.A. Statement of Income and Expenses for the period 9/1/96 through 9/30/96; (xiv) M.D., P.A. Balance Sheet as of 9/30/96; (xv) M.D., P.A. Statement of Income and Expenses for the period 12/01/95 through 12/31/95; (xvi) M.D., P.A. Balance Sheet as of 12/31/95; (xvii) M.D., P.A. Statement of Income and Expenses for the period 12/01/94 through 12/31/94; (xviii) M.D., P.A. Balance Sheet as of 12/31/94; (xix) M.D., P.A. Income Statement for the 3 Months Ended and 6 Months June 30, 1996; (xx) M.D., P.A. Balance Sheet as of June

30, 1996; (xxi) M.D., P.A. Income Statement for the 12 Months Ended December 31, 1995; (xxii)

M.D., P.A. Balance Sheet as of December 31, 1995; (xxiii)

Statement of Income and Expenses for the period 9/01/96 through 9/30/96; (xxiv) Balance

Sheet as of 9/30/96; (xxv) Statement of Income and Expenses for the period ended 12/31/95; and (xxvi) Balance Sheet as of 12/31/95

(collectively the "Financial Information"); the Financial Information is true and correct and presents fairly the financial results experienced by the Practice for the periods covered by the Financial Information.

8. Except as otherwise disclosed in writing to no Practice Provider has ever (a) had his/her license to practice medicine in any state or his/her Drug Enforcement Agency number suspended, relinquished, terminated, restricted or revoked; (b) been reprimanded, sanctioned or disciplined by any licensing board, or any federal, state or local society or agency, governmental body or specialty board; (c) had entered against him/her final judgment, or settled without judgment, a malpractice or similar action for an aggregate award or amount to the plaintiff in excess of \$25,000; or (d) had his/her medical staff privileges at any hospital or medical facility suspended, terminated, restricted or revoked.

9. As of the Effective Date and during the Term of this Agreement, the Practice satisfies and shall continue to satisfy the definition of a Group Practice as set forth in 42 USCA §1395 nn.

10. Either (i) AAMC shall be the sole shareholder of the Practice and eighty-five percent (85%) or more (with respect to both voting and equity distribution rights) of the issued and outstanding stock of AAMC shall be held by physicians who practice medicine in

or (ii) eighty-five percent (85%) or more (with respect to both voting and equity distribution rights) of the issued and outstanding stock of the Practice shall be held by physicians who practice medicine in

In the event AAMC purchases all of the issued and outstanding stock or all or substantially all of the assets of a Florida corporation ("PRN"), then the parties to this Agreement shall use reasonable efforts to renegotiate at such time the eighty-five percent (85%) ownership requirements described in the preceding sentence.

provided, however, after thirty (30) days of such renegotiation if the parties cannot reach an agreement as to a new percentage then the eighty-five percent (85%) ownership requirement described in the preceding sentence shall remain in effect. Additionally, neither AAMC, nor its affiliates, nor any of the Practice's affiliates shall provide in Hillsborough County, Florida, any medical services provided by _____ or any of its affiliates including but not limited to ancillary health care services; provided however, the Practice shall be permitted to provide: (i) physician services, (ii) ancillary health care services which the Practice provided as of the Effective Date of this Agreement, and (iii) ancillary health care services developed by _____ and the Practice pursuant to the terms of this Agreement. Regarding ancillary services _____ developed or develops outside of the Practice in _____ Florida, _____ shall evaluate whether such ancillary services should be part of the Practice; _____ shall use commercially reasonable efforts to develop ancillary services within the Practice when practicable and consistent with commercially reasonable business judgement.

11. The Practice has Specialty Plan Affiliate Agreements and _____ agreements with physicians who are not employed by the Practice (such physicians are hereinafter referred to as the "Affiliated Physicians"); The Practice enters into payor contracts ("Payor Contracts") with third party payors, including but not limited to Blue Cross Health Options, Humana and PruCare and the Affiliated Physicians and Practice Providers provide services pursuant to such Payor Contracts. The Practice receives no remuneration from the Affiliated Physicians for services provided by the Affiliated Physicians pursuant to the Payor Contracts. The Practice does not perform any billing functions for the Affiliated Physicians.

B. Representations and Warranties of _____ represents and warrants to the Practice as follows:

1. _____ is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.
2. _____ has all necessary power to own all of its properties and assets and to carry on its business as now being conducted.
3. _____ has the corporate authority to execute, deliver and perform this Agreement and all agreements executed and delivered by it pursuant to this Agreement.

4. has taken all action required by its Articles of Incorporation, its Bylaws or otherwise to authorize the execution, delivery and performance of this Agreement and related documents.
5. The execution and delivery of this Agreement does not and, subject to the consummation of the transactions contemplated by this Agreement, shall not, violate any provisions of the Articles of Incorporation or Bylaws of or any agreement, instrument, order, arbitration award, judgment or decree, to which is a party, or by which it is bound, which would adversely affect the ability of to perform its obligations under this Agreement.
6. This Agreement has been duly executed and delivered by and constitutes the legal, valid and binding obligation of enforceable in accordance with its terms.

IX. Medical Practice Issues

A. Practice of Medicine. The parties acknowledge that is not authorized or qualified to engage in any activity which constitutes the practice of medicine and nothing shall be construed as the practice of medicine by To the extent any act or service required by is construed or deemed to constitute the practice of medicine, is released from any obligation to provide an act or service without otherwise affecting the terms of this Agreement.

B. Insurance. The Practice shall provide, or arrange for the provision of, and maintain throughout the Term, for the Practice, each Practice Provider and each of the Practice's other employees and agents, professional liability/malpractice insurance coverage in the minimum amount of \$250,000.00 per occurrence and \$750,000.00 annual aggregate, or in the minimum amounts required by applicable law if greater, and workers' compensation insurance coverage in the minimum amounts required by applicable law. The Practice shall maintain general liability insurance and other insurance of the type generally maintained by businesses involved in the same business as the Practice written by an insurance company qualified to write insurance in the State of Florida. The Practice shall, at its sole cost and expense, pay the premium costs of all insurance coverage during the Term of this Agreement and, upon request by provide with evidence of coverage.

C. Referrals. The parties acknowledge and agree that no benefits to the Practice hereunder require or are in any way contingent upon or intended to induce the admission, recommendation, referral or any other arrangement for the provision, ordering

or leasing of any item or service offered by _____ or the _____ Affiliate's (as defined in Attachment III) to any patients of the Practice, the Practice's employees or agents.

IN WITNESS WHEREOF, the Practice and _____ have duly executed this Agreement on the day and year indicated above.

THE PRACTICE:

By: _____
Print Name: _____
Print Title: President

PHYMATRIX:

By: _____
Print Name: _____
Print Title: _____

ATTACHMENT I

Definitions

Bank means Nations Bank, N.A.

Bank Account means the bank account referred to in Section VI. B.1.

Business Plan and Budget means the annual business plan and related budgets referred to in Sections II. A and V. B.

Confidential Information has the meaning ascribed to it in Attachment III.

FF&E has the meaning ascribed to it in Section III. C.

Guaranteed Amount means, as of the following dates, the following amounts, together with any then accrued and unpaid General Management Fees:

Dates	Amounts
1/30/1997 - 1/29/1998	\$4,050,000.00
1/30/1998 - 1/29/1999	3,600,000.00
1/30/1999 - 1/29/2000	3,150,000.00
1/30/2000 - 1/29/2001	2,700,000.00
1/30/2001 - 1/29/2002	2,250,000.00
1/30/2002 - 1/29/2003	1,800,000.00
1/30/2003 - 1/29/2004	1,350,000.00
1/30/2004 - 1/29/2005	900,000.00
1/30/2005 - 1/29/2006	450,000.00

Medical Offices means the medical offices listed on Exhibit C and/or at such other place or places of business as may be agreed upon by the parties in writing.

Minimum Working Capital Requirement means the Operational Expenses and Practice Distribution Amount as set forth in the Business Plan and Budget from time to time divided by twenty-four (24).

Net Practice Income means the Practice Revenues of the Practice for the applicable period minus the following: (i) the Operations Fee, (ii) the Base Management Fee payable to _____ or the applicable period, and (iii) the Practice Distribution Amount payable to the Practice for the applicable period.

Operational Expenses means expenses incurred by _____ in the provision of Operational Services to the Practice including, but not limited to, the following: (i) all direct and indirect expenses relating to the employment by _____ of employees to provide services for the Practice, including a pro-rata share (based on days of service per month) of expenses relating to employees who provide services to the Practice and to other persons or entities; (ii) the annual depreciation and all other direct and indirect expenses (including any purchase or leasing costs and taxes) related to FF&E as of the Effective Date of this Agreement; (iii) obligations under leases or subleases of real and personal property for the Medical Offices and/or the Practice; (iv) personal property and intangible taxes assessed against assets used by the Practice; (v) state and local business taxes, fees and charges; (vi) charitable contributions included in the Business Plan and Budget; (vii) utility, waste collection and janitorial expenses relating to the Practice; (viii) physician and non-physician personnel recruitment expenses; (ix) supplies (including pharmaceuticals); (x) any costs or expenses incurred in connection with any amortization expenses resulting from the amortization of any costs or expenses incurred in connection with and any interest expense on indebtedness incurred to finance the purchase price paid or the refinancing of any liabilities assumed in connection with, the expansion of the Practice whether through acquisition of or merger with other medical practices; (xi) insurance premium expenses for business office insurance; (xii) insurance premium expenses for policies of professional liability or malpractice insurance; (xiii) any fees or expenses required to be paid in connection with the establishment and maintenance of any contract with any health care provider or payor approved by the Steering Committee as contemplated in Section V of this Agreement; (xiv) any costs or expenses incurred in connection with data processing systems purchased to administer managed care contracts and other third party payor contracts on behalf of the Practice; and (xv) any of the foregoing relating to the provision of ancillary or other services furnished to patients through the use of equipment not owned by the Practice immediately prior to the Effective Date of this Agreement or new programs instituted by _____ in connection with the Practice after the Effective Date of this Agreement. Operational Expenses shall not include expenses for _____ corporate overhead for items such as off-site bookkeeping, clerical and other management overhead expenses; provided, however, as set forth in clauses (i), (xi), (xii) and (xiii) of this paragraph, premium expenses for workers compensation insurance, malpractice insurance, general liability insurance and other insurances purchased to safeguard the assets of _____ located at the Medical Offices, the employees of the Practice or the employees of _____ who work at the Medical Offices shall be considered Operational Expenses.

Practice Distribution Amount means the sum of \$2,558,268.23 (which is the Practice Providers' compensation paid to the Practice Providers as well as salary paid to pursuant to his Executive Employment Agreement; all for the 12-month period preceding the effective date of the Agreement less the amount of the annual General Management Fee), plus the salaries and benefits (as such amounts exist as of the date of commencement of employment) paid to any person who becomes employed by the Practice as a Practice Provider after the Effective Date of this Agreement and less the salaries and benefits (as such amounts exist as of the Effective Date of this Agreement with respect to any person who is a Practice Provider as of the Effective Date of this Agreement or as of the date of commencement of employment with respect to any person who becomes employed by the Practice as a Practice Provider after the Effective Date of this Agreement) who shall cease to be employed by the Practice as a Practice Provider after the Effective Date of this Agreement.

Practice Expenses means all expenses of the Practice which are not Operational Expenses, including, but not limited to: (i) any federal, state or local income taxes of the Practice or the costs of preparing federal, state or local tax returns; (ii) any salaries and benefits, workers' compensation insurance, retirement plan contributions, health, disability and life insurance premiums, payroll taxes or cellular phone and automobile expenses incurred by or in connection with the Practice Providers; (iii) Practice Provider licensure fees, board certification fees and costs of membership in professional associations; (iv) costs of continuing professional education for Practice Providers; (v) costs associated with accounting and professional services incurred by or on behalf of the Practice other than those referred to in Section III.F.; (vi) regarding policies of professional liability or malpractice insurance, deductibles under such policies of professional or malpractice liability insurance, any costs and expenses incurred with respect to claims under such policies of professional liability or malpractice insurance and professional liability or malpractice liability judgments assessed against the Practice or Practice Providers in excess of policy limits or within the deductible limit of any policy of insurance; (vii) direct personal expenses of Practice Providers of a kind which the Practice has historically charged to its Practice Providers (including, but not limited to, costs of employees providing personal services to particular Practice Providers and like expenses personal in nature); and (viii) compensation as provided in Section VI.

Practice Providers means individuals who are duly licensed to practice medicine in the State of Florida and who are employed by and/or shareholders in the Practice, other individuals who are employees of the Practice or otherwise under contract with the Practice to provide physician or other medical services to patients of the Practice with or without physician supervision (including, but not limited to, nurse practitioners, certified registered nurse anesthetists, physician assistants, fellows, surgical assistants, certified nurse midwives, individuals with a masters degree in social work, physical therapists and psychologists with a masters or doctorate degree) and any other individuals required by contract, law or regulatory authority to be employees of the Practice for purposes of

obtaining payment or reimbursement or otherwise. Current Practice Providers are listed on Exhibit D.

Practice Revenues means all accrued revenues generated by or on behalf of the Practice or the Practice Providers as a result of professional medical services furnished to patients, ancillary services provided to patients, pharmaceuticals and other items and supplies sold to patients and other fees or income generated by the Practice or Practice Providers rendered in an inpatient or outpatient setting and regardless of whether rendered to health maintenance organization, preferred provider organization, Medicare, Medicaid or other patients, including, but not limited to, payments under capitation arrangements, less account adjustments for uncollectible accounts, discounts, Medicare, Medicaid, workers' compensation, professional courtesy discounts and other write-offs.

Repurchased Assets has the meaning ascribed to it in Attachment V.

ATTACHMENT II

Appointment of _____ as Attorney in Fact

The Practice appoints _____ as its attorney in fact for purposes of billing and collecting Practice Revenues. _____ shall act as the Practice's agent in billing and collecting Practice Revenues and shall only bill under the Practice's group practice number. Accordingly, the Practice shall execute and shall cause each Practice Provider to execute powers of attorney in the form attached to this Agreement as Exhibit E.

In particular, the Practice appoints _____ as its attorney in fact for the following purposes:

1. To collect, or cause to be collected, accounts receivable in the name and behalf of the Practice and Practice Providers, and, when deemed appropriate by _____ and the Practice, settle and compromise claims, and assign accounts receivable to a collection agency or bring a legal action against a patient or payor on Practice's behalf.

2. To receive, in the name of and on behalf of the Practice and all Practice Providers, all cash, notes, checks, money orders, payor payments, and any other instruments received on behalf of Practice or the Practice Providers as payments from patients, Blue-Shield, insurance companies, Medicare, Medicaid and all other payors.

3. To take possession of and endorse, in the name of and on behalf of the Practice and Practice Providers, cash, notes, checks, money orders, payor payments and other instruments received as payment of accounts receivable.

4. To collect in the name of and on behalf of the Practice and Practice Providers all Practice Revenues.

The powers of attorney shall provide that _____ shall be permitted to act as the Practice's attorney in fact for the aforementioned enumerated items only to the extent such items relate to services rendered by the Practice Providers from the Effective Date of this Agreement through and including the termination date of this Agreement and only to the extent such items relate to the accounts receivable purchased by _____ pursuant to that certain Asset Purchase Agreement dated January 23, 1997 by and among AAMC and the shareholders of AAMC.

ATTACHMENT III

Restrictive Covenants

1. **Confidentiality.** The Practice agrees, and shall cause the Practice Providers, to agree, that neither the Practice nor the Practice Providers, at any time during the Term or after the date that this Agreement terminates or expires, shall disclose to anyone any confidential or secret information of _____ or any of its subsidiaries or affiliates concerning: (a) the business, affairs or operation, (b) any trade secrets, new product developments, special or unique processes or methods, or (c) any marketing, sales, advertising or other concepts or plans, of _____ or any of its subsidiaries or affiliates (the "Confidential Information"). All officers, directors, employees, and agents of the Practice who shall have access to all or any part of _____ Confidential Information at the reasonable request of _____ shall be required to execute an agreement in a form acceptable to _____ and its counsel, committing themselves to maintain the _____ Confidential Information in strict confidence and not to disclose it to any unauthorized person or entity.

_____ agrees, and shall cause its agents and employees to agree, that neither _____ nor any of its agents or employees, at any time during the Term or after the date that this Agreement terminates or expires, except as necessary to carry out _____ duties pursuant to the terms of this Agreement, shall disclose to anyone any confidential or secret information of the Practice or any of its subsidiaries or affiliates concerning (a) the business, affairs or operation, (b) any trade secrets, new product developments, special or unique processes or methods, or (c) any marketing, sales, advertising or other concepts or plans, of the Practice or any of its subsidiaries or affiliates (the "Practice Confidential Information"). All officers, directors, employees, and agents of _____ who shall have access to all or any part of the Practice Confidential Information at the reasonable request of the Practice, shall be required to execute an agreement in a form acceptable to the Practice and its counsel, committing themselves to maintain the Practice Confidential Information in strict confidence and not disclose it to any unauthorized person or entity.

2. **Obligation to Purchase Repurchased Assets.** When this Agreement expires or is terminated by either party, with or without cause, the rights and/or obligations of the Practice to purchase the Repurchased Assets and/or assume the leases for some or all of the office space where the Practice or the Practice Providers provide services (including the leases for the Expanded Office Locations (as defined in Attachment III) shall be governed by Section VII.C. and Attached V of this Agreement).

3. Restrictions during the Term and after the Term if the Practice Breaches. The Practice agrees, and shall cause the Practice Providers to jointly and severally agree with the Practice, that during the Term of this Agreement and if this Agreement is terminated by _____ pursuant to Section VII.B., then for a period of eighteen (18) months following such termination, neither the Practice nor the Practice Providers, individually, nor any entity controlled in any way by the Practice, nor any entity controlling in any way the Practice Providers, directly or indirectly, shall, without _____ written consent:

a. sell any assets used in connection with Practice Providers' medical practice to any Competing Business (as herein defined);

b. engage in the provision of professional medical services for or on behalf of a Competing Business, permit a Competing Business to manage in any fashion the Practice or any medical practice owned or operated by the Practice Providers, or have any interest, whether as a proprietor, partner, employee, shareholder, principal, agent, consultant, director, officer, or in any other capacity or manner whatsoever, in a Competing Business;

c. "Competing Business" or "Competing Businesses", as used herein, shall mean any person, business or enterprise in competition with _____ or any of _____ Affiliates as (hereinafter defined) in the provision of services, including without limitation, the following: any management company or management service organization; any business engaged in the management of persons or entities involved in the provision or operation of medical services; any management services organization which contracts with physicians or other health care providers; or any business engaged in the acquisition and/or operation and/or management of primary care and/or specialty care physician offices.

d. "Affiliates", as used herein, shall mean _____ Corp., and any other corporation whether existing now or in the future which is owned, either directly or indirectly, controlled, either directly or indirectly, or managed by either _____ Corp. or a corporation which _____ Corp. manages or controls.

e. Notwithstanding the foregoing, this Paragraph 3 in this Attachment III shall in no way be construed to prevent or restrict the Practice Providers, following the termination of this Agreement by _____ pursuant to Section VII.B., from engaging in the provision of professional medical services at any locations other than the Expanded Office Locations (as hereinafter defined) through a sole proprietorship operated and owned by a Practice Provider, or through any legal entity which is solely owned, controlled, operated and

managed by physician-shareholders or persons who are not Competing Businesses, businesses which are not Competing Businesses, or enterprises which are not Competing Businesses. This Paragraph 3 in this Attachment III shall in no way be construed to prevent or restrict the Practice from its obligations to purchase the Repurchased Assets (as hereinafter defined) as described in Attachment V hereof and providing professional medical services within the parameters described in the preceding sentence at any locations other than the Expanded Office Locations.

- f. If _____ exercises its option to have the Practice assume the leases for the space of the Expanded Office Locations then, notwithstanding the foregoing, this Paragraph 3 in this Attachment III shall in no way be construed to prevent or restrict the Practice Providers, following the termination of this Agreement by _____ pursuant to Section VII.B., from engaging in the provision of professional medical services at the Expanded Office Locations through a sole proprietorship operated and owned by the Practice Provider, or through any legal entity which is solely owned, controlled, operated and managed by physician-shareholders or persons who are not Competing Businesses, businesses which are not Competing Businesses, or enterprises which are not Competing Businesses.
- g. "Expanded Office Locations", as used herein shall mean all office locations where the Practice Providers provided professional medical services as of the date this Agreement terminates other than the primary office locations where the Practice Providers provided professional medical services as of the Effective Date of this Agreement.
- h. Notwithstanding the foregoing, the restrictions set forth in this Paragraph 3 in this Attachment III shall not be interpreted or applied so as to restrict in any way the Practice Provider's right to own, control or transfer the ownership or control, whether legal or beneficial, of any publicly traded security held strictly as a passive investment.
- i. The restrictive provisions of this Paragraph 3 in this Attachment III shall apply during the Term of this Agreement and for eighteen (18) months after this Agreement terminates if this Agreement is terminated by _____ pursuant to Section VII.B. If the Practice or any Practice Provider violates the restrictive covenants set forth herein and _____ brings legal action for injunctive or other relief, _____ shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full period of such restrictive covenants. Accordingly, for any time period that Practice or any Practice Provider is in violation of the restrictive covenants set forth in this Paragraph 3 in this Attachment III, such time period shall not be included in

calculating the eighteen (18) month time period described in this Paragraph 3 in this Attachment III.

4. **Non-Solicitation.** The Practice shall not, without the prior written consent of _____, employ, hire or contract for services with any employee or former employee of _____ or solicit any _____ employee to leave, during the Term, and for a period of eighteen (18) months following the effective date of termination of this Agreement whether this Agreement is terminated by either party with or without cause. For purposes of this paragraph, a "former employee" shall include any person who was employed by _____ within six (6) months prior to the termination or expiration of this Agreement. Notwithstanding the foregoing, in the event this Agreement expires or is terminated by the Practice pursuant to Section VII.B., then the restrictions set forth in this Paragraph 4 in this Attachment III shall not be interpreted or applied to prevent the Practice or the Practice Providers from hiring or contracting for services, persons who provided services to the Practice before the Effective Date of this Agreement or from hiring or contracting for services PRN.

_____ shall not, without the prior written consent of the Practice, employ, hire or contract for services with any employee or former employee of the Practice for a period of eighteen (18) months following the effective date of termination of this Agreement whether this Agreement is terminated by either party with or without cause. For purposes of this paragraph, a "former employee" shall include any person who was employed by the Practice within six (6) months prior to the termination or expiration of this Agreement. Notwithstanding the foregoing, in the event this Agreement expires or is terminated by _____ pursuant to Section VII.B., then the restrictions set forth in this Paragraph 4 in this Attachment III shall not be interpreted or applied to prevent _____ from hiring or contracting for services, persons who provided services to _____ before the Effective Date of this Agreement.

5. **Enforcement of Restrictive Covenants.** The restrictive covenants in Paragraph 3 of this Attachment III (the "Covenants") are separate and independent covenants for which adequate consideration has been paid. These Covenants have been made to induce _____ to enter into this Agreement, have been negotiated in good faith on an arm's length basis without undue influence, are reasonable and do not significantly prevent the Practice or the Practice Providers from engaging in their respective businesses or occupations or limit their ability to earn a satisfactory income. _____ remedy at law for any breach or attempted breach of the Covenants would be inadequate in and of itself and _____ shall be entitled to specific performance, injunctive or other equitable relief in the event of any breach or attempted breach, in addition to any other remedies which might be available at law or in equity. In the event that the duration, scope or geographic area

contemplated by the Covenants are determined to be unenforceable by a court of competent jurisdiction, the parties agree that the duration, scope or geographic area shall be deemed to be reduced to the greatest scope, duration or geographic area which would be enforceable.

6. Practice shall cause Practice Providers to Enter Into Restrictive Covenant Agreements. The Practice shall cause its Practice Providers to enter into written agreements, substantially in the form attached as Exhibit E, pursuant to which the Practice Providers agree to be bound by the same restrictions as set forth in this Attachment III with respect to the Practice, and shall be a third-party beneficiary to agreements between the Practice and each Practice Provider.

ATTACHMENT IV

Compensation

1. **Control of Bank Account, Payment of Fees and Payment of Expenses.** The Practice has ownership of the Bank Account; however, _____ has exclusive dominion and control over the Bank Account and is irrevocably authorized to withdraw all amounts payable to _____ under this Agreement from the Bank Account without any further notice to or authorization from the Practice. If there are insufficient funds in the Bank Account to pay any amounts owed to _____ under this Agreement, the unpaid amounts shall accrue and shall be paid from the next collected Practice Revenues prior to the payment of any future amount(s) owed to _____ under this Agreement. The accruals shall not continue for more than two (2) consecutive months or four (4) months in any twelve (12) month period, at which time the Practice shall pay the accruals immediately. _____ shall bill, collect and receive all Practice Revenues and shall deposit the Practice Revenues collected directly into the Bank Account. The Practice appoints _____ as its true and lawful attorney-in-fact to deposit in the Bank Account all Practice Revenues collected. The accounting records of _____ shall clearly segregate Practice Revenues from other funds of _____.
2. **Assignment and Purchase of Practice Revenue.** The Practice irrevocably assigns and conveys to _____ until the expiration or earlier termination of this Agreement, all Practice Revenues immediately upon the Practice becoming entitled to the Practice Revenues, whether as accounts, accounts receivable, notes receivable or otherwise. _____ shall place in the Bank Account sixty percent (60%) (the "Net Realizable Percentage") of the gross Practice charges billed from the first day of each month to the fifteenth day of each month or billed from the sixteenth day of each month to the last day of the month, as applicable, within ten (10) days of the 15th day of the month or the last day of the month, as applicable. _____ shall adjust the Net Realizable Percentage quarterly beginning three full months after the Effective Date of this Agreement. The Net Realizable Percentage shall be a ratio of the previous twelve (12) months collections divided by the previous twelve (12) month charges. _____ shall reconcile quarterly beginning three (3) full months after the Effective Date of this Agreement the percentage of charges placed in the Bank Account by comparing the Net Realizable Percentage at the inception of this Agreement or preceding quarter to the Net Realizable Percentage at the end of the quarter. If the Net Realizable Percentage is lower, the difference in the percentage shall be multiplied by the charges for the prior quarterly period and the result subtracted from the next payment for the charges of the Practice. If the difference in the Net Realizable Percentage is higher, the difference in the percentage shall be multiplied by the charges for the prior quarterly period and the result shall be added to the next payment for the charges of the Practice.

The parties intend that this assignment be broadly interpreted to include the Practice's and the Practice Providers' rights relating to the rendition of any professional-medical items or services furnished to patients and other income generated by the Practice or Practice Providers prior to the Effective Date of any expiration or termination of this Agreement whether rendered in an in-patient or out-patient setting. The Practice shall assign and shall cause each Practice Provider to assign and convey to _____ all of their rights to receive Practice Revenues and execute and deliver any other and further documents as may be appropriate or necessary to assign and convey Practice Revenues to _____. The Practice shall deliver and shall cause the Practice Providers to deliver any Practice Revenues, in whatever form and with appropriate endorsements or other property that it may receive on account of any Practice Revenues and shall inform _____ of their receipt. The Practice shall take all action and shall cause all Practice Providers to take all action necessary to make effective the provisions of this Attachment relating to the assignment of Practice Revenues, including the execution of certain required documents such as consents from third parties. The payment disposition instructions and the use of the Bank Account may be modified at any time by the Practice as required by Medicare and Medicaid rules and manual provisions governing reassignment to a billing agent.

3. **Payment of Operational Expenses.** Subject to the provisions of Section V of this Agreement and paragraph 1 of this Attachment, _____ shall pay all Operational Expenses from Practice Revenues. _____ may contest in good faith any claimed Operational Expense to which there is any dispute. _____ agrees to indemnify and hold the Practice and the Practice Providers harmless from any liability, loss, damages, claims, causes of action or reasonable expenses of the Practice or the Practice Providers resulting from the contest of any Operational Expense.
4. **Collateral.** As collateral security for the payment of all amounts owed to _____ pursuant to this Agreement, Practice grants to _____ a security interest in all Practice Revenues which may be created or arise during the Term, together with all proceeds regardless of the manner in which the entitlement to payment for Practice Revenues exists whether as accounts, accounts receivable, notes receivable or other evidence of entitlement to the Practice Revenues and all of its rights, title and interest (including right to control the same), if any, in the Bank Account and the sums on deposit therein (collectively, the "Collateral") to the extent the same are not otherwise assigned to _____. The security interest shall not apply to Practice Revenues which may not be assigned under applicable law or regulation. In granting this security interest, the Practice agrees to the following: (i) this Agreement shall create and constitute a valid and perfected first priority security interest in the Collateral enforceable against all parties; (ii) the Practice has and shall continue to have good indefeasible and merchantable title to and ownership

of the Collateral free and clear of all liens; (iii) this grant of a security interest in the Collateral shall not result in a violation of any other agreement to which Practice is or becomes a party; and (iv) the Practice shall take all action necessary to perfect security interest in the Collateral, including the execution of financing statements and authorization to file the same in the appropriate recording offices.

5. **Remedies for Non-Payment.** shall have all rights and remedies of a secured party and all rights, remedies, securities, and liens of the Practice with respect to the Collateral including, but not limited to, extending the time of payment of, compromising, or settling for cash, credit, or otherwise upon any terms, any part or all of the Collateral, but shall not be liable for any failure to collect or enforce the payment thereof. is authorized by the Practice, except as otherwise prohibited by applicable law, to take possession of and endorse in the name of the Practice any notes, checks, money orders, drafts, cash, insurance payments, and any other instruments received in payment of the Collateral, or any part thereof, to collect, sue for, and give satisfactions for, monies due on account of the Collateral, and to withdraw any claims, suits, or proceedings pertaining to, or arising out of and/or the Practice's right to the Collateral. costs of collection and enforcement, including attorneys' fees and out-of-pocket expenses, shall be borne solely by the Practice. The Practice agrees that shall be permitted to place its representatives in the Medical Offices, with full authority to take possession of and retain for the books and records of the Practice with reference to the Practice's operations pursuant to this Agreement with respect to the Collateral.

6. **Right of Offset.** Notwithstanding any other provision in this Agreement, is entitled to offset against any sums owed by to the Practice any amounts payable or reimbursable to under this Agreement.

7. **Legal Limitation on Assignment.** This Agreement shall not constitute an assignment of Practice Revenues to the extent that such assignment is prohibited under applicable law. To the extent Practice Revenues are not assignable, the Practice agrees that it shall promptly deliver non-assigned Practice Revenues to

ATTACHMENT V

Repurchase of Assets

1. **Repurchase Provision.** Upon the termination of this Agreement for any reason or expiration of this Agreement, the Practice shall purchase the following assets or interests owned by _____ (the "Repurchase") relating to the provision of medical professional services by the Practice and the obligations of _____ under this Agreement, as follows: (i) all real estate, including leasehold interests, for a purchase price equal to the greater of fair market value or book value at the time of the Repurchase; and (ii) all trade fixtures, additions, leasehold improvements, equipment, furnishings and all other tangible and intangible assets, including inventory and supplies, at the Medical Offices for a purchase price equal to the book value reflected in the financial records of _____ at the time of Repurchase ((i) and (ii) together shall be referred to as the "Repurchased Assets"). The Practice shall pay cash for the Repurchased Assets. The closing date of the Repurchase shall occur no later than one hundred (100) days from the date of termination or expiration of this Agreement. Each party shall use good faith efforts to satisfy the requirements of this Attachment, including access to all reasonably necessary books and records. In connection with the Repurchase, the Practice shall indemnify, defend and hold harmless _____ with respect to any debts, contracts, payables, leases and obligations of _____ which relate to the Practice and/or the obligations of _____ under this Agreement. The Practice shall take all action required to make effective the provisions of this Attachment.

2. **Repurchase Procedure.** Within five (5) days after termination or expiration of this Agreement, the parties shall meet to negotiate in good faith the purchase price of the Repurchased Assets. If the parties cannot agree on an appropriate purchase price for the Repurchased Assets within thirty (30) days from the date of termination or expiration, each party shall immediately engage, at its sole cost and expense, an independent valuation expert. Each expert shall have experience in the valuation of assets such as the Repurchased Assets, and would qualify as an expert witness in a court of competent jurisdiction. If either party fails to engage an independent valuation expert within fifteen (15) days after the end of the first thirty (30) day period, the independent valuation expert of the other shall determine the purchase price of the Repurchased Assets. If each party engages an independent valuation expert, the two independent valuation experts shall agree upon the purchase price of the Repurchased Assets no later than thirty (30) days from the date the second independent evaluation expert has been engaged. If the two independent valuation experts cannot agree on the purchase price of Repurchased Assets, then the two independent valuation experts shall together select a third independent valuation expert, who shall be a competent and impartial person with the same qualifications required of the initial two independent valuation experts. No later than thirty (30)

days after the third independent valuation expert has been engaged, he or she shall determine which of the two purchase prices proposed by the initial two independent valuation experts best approximates a fair and reasonable purchase price of the Repurchased Assets. The third independent valuation expert's determination shall be final and binding on all parties and no further actions or appeals shall be taken. The cost and expense of the third independent valuation expert shall be shared equally between the parties.

3. **Repurchase Limitation.** Nothing in this Attachment or in this Agreement is intended to give the Practice a right to acquire any proprietary software of (including software licensed by _____ from others) used by _____ in its performance of this Agreement.

ATTACHMENT VI

Miscellaneous Contractual Provisions

1. **Additional Acts.** Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
2. **Contract Construction, Interpretation and Enforcement Provisions.**
 - a. **Assignment.** Neither party may assign this Agreement without the other's written consent; provided, however, _____ may assign this Agreement without the Practice's or the Practice Providers' consent: (i) to a parent, subsidiary or affiliate of _____ (ii) to any entity that _____ merges with or consolidates into; or (iii) to any entity to which _____ sells all or substantially all of its assets. In the event _____ assigns this Agreement without the Practice's or the Practice Provider's consent pursuant to the terms of the preceding sentence, _____ shall remain liable vis a vis this Agreement. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement, and their successors and permitted assigns. Subject to the foregoing sentence, no person or entity not a party to this Agreement shall have any right under or by virtue of this Agreement.
 - b. **Captions.** The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.
 - c. **Costs of Enforcement.** In the event that either party files suit in any court against the other party to enforce the terms of or to obtain performance under this Agreement, the prevailing party shall be entitled to recover all reasonable costs, including reasonable attorneys' fees, from the other party as part of any judgment in the suit. The term "prevailing party" means the party in whose favor final judgment after appeal (if any) is rendered with respect to the claims asserted in the complaint. "Reasonable attorneys' fees" are those attorneys' fees actually incurred in obtaining a judgment in favor of the prevailing party.
 - d. **Counterparts.** The parties may execute this Agreement in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute and be one and the same instrument.
 - e. **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.

f. **Modifications.** This Agreement contains the entire agreement of the parties and supersedes any prior or contemporaneous negotiations, understandings or agreements between the parties, written or oral, with respect to the transactions contemplated by this Agreement. This Agreement may not be changed or terminated orally but may only be changed by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, discharge or termination is sought.

g. **No Rule of Construction.** Both parties and their respective counsel have read, negotiated and participated in the drafting of the language and terms used in this Agreement. Accordingly, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of, or against any party by reason of that party's role in drafting this Agreement.

h. **Notices.** The parties to this Agreement shall give notice under this Agreement by U.S. mail, postage prepaid, by hand delivery or by overnight express, charges prepaid. Notices shall be addressed as follows:

If to the Practice:

Attention:

with a copy to:

If to

Attention: President

with a copy to:

Attention: General Counsel

or other addresses as furnished in writing by a party to the other party. All notices shall be considered received when received by the addressee, if by mail, when hand delivered or one business day after delivery to the overnight courier.

i. Severability. A determination by a court of competent jurisdiction that a provision or part of any provision of this Agreement is invalid or unenforceable shall not affect the remaining parts or provisions of this Agreement which shall continue in full force and effect.

3. Legal Events Triggering Contract Modification or Termination

a. Changes in Reimbursement. In the event that Medicare, Medicaid, Blue Shield or any other third party payor, or any other Federal, state or local laws, rules, regulations or interpretations, at any time during the Term, prohibit, restrict or in any way materially and adversely change the method or amount of reimbursement or compensation for either party provided for in this Agreement, then the parties shall negotiate in good faith to amend this Agreement to provide for payment of compensation in a manner consistent with any prohibition, restriction or limitation and which takes into account any materially adverse change in reimbursement or payment for physician services. If the parties cannot reach agreement on an amendment prior to the effective date of the change, this Agreement shall terminate as of the effective date of the change.

b. Enactment or Interpretation of Relevant Statutes and Regulations. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the date of this Agreement, are interpreted by judicial decision, a regulatory agency, or legal counsel of both parties to indicate that the structure of this Agreement may be in violation of laws or regulations, the Practice and shall amend this Agreement to the maximum extent possible to preserve the underlying financial arrangements between the Practice and . If an amendment is not possible, either party shall have the right to terminate this Agreement.

4. Independent Contractor Status. The Practice and are to perform and exercise their rights and obligations under this Agreement as independent

contractors. sole function under this Agreement is to provide services, as requested, in a competent and satisfactory manner, exercising reasonable care in the performance of all such duties. shall not become liable for any of the obligations, liabilities, debts or losses of the Practice unless otherwise specifically provided by this Agreement. shall have no liability whatsoever for damages suffered on account of the willful misconduct or negligence of any employee, agent or independent contractor (other than) of the Practice. Each party shall be solely responsible for compliance with all state and federal laws pertaining to employment taxes, income withholding, unemployment compensation contributions and other employment related statutes regarding their respective employees, agents and servants.

5. **Prohibition Against Discrimination.** The Practice and agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual on the basis of race, religion, age, sex, disability or national origin.

6. **Use of Names.** may include its name or that of its parent, subsidiaries or affiliates and/or the name of the Practice or the Practice Providers on any letterhead, professional announcements, brochures, promotional materials, secondary public offerings or the like relating to the Practice and/or to

7. **Indemnifications.**

a. agrees to indemnify and hold the Practice and its directors, officers, agents, employees, stockholders and affiliates, and the directors, officers, agents and employees of its stockholders and affiliates (collectively, the "Practice Group"), harmless from and against any and all filings, suits, proceedings, claims, penalties, damages, costs and expenses (including, but not limited to, court costs and reasonable attorney and paralegal fees) incurred by the Practice Group in connection with any third party caused by any breach in any representation or warranty of contained herein or any default in the performance of any covenant or agreement of contained herein.

b. The Practice agrees to indemnify, defend and hold the and its directors, officers, agents, employees, stockholders and affiliates, and the directors, officers, agents and employees of its stockholders and affiliates (collectively, the "Practice Group"), harmless from and against any and all filings, suits, proceedings, claims, penalties, damages, costs and expenses (including, but not limited to, court costs and reasonable attorney and paralegal fees) incurred by the Practice in connection with any third party caused by any breach in any representation or warranty of the Practice contained herein or any default in the performance of any covenant or agreement of the Practice contained herein.

8. Subcontract with _____ The Practice acknowledges and agrees that _____ will provide certain services required to be rendered to the Practice under this Agreement pursuant to a subcontractor services agreement (the "PRN Services Agreement") between _____ and _____ a Florida corporation ("PRN"). The Practice agrees to hold harmless and release _____ from any and all claims relating to PRN's performance under the PRN Services Agreement.

Exhibit A

Furniture, Fixtures & Equipment

VALUATION DATE 31-JAN-97

DATE PURCHASED	MULTIPLIER	COST	VALUE	MULTIPLIER	COST	VALUE		
EQUIPMENT	19-Dec-94	0.787046205	3,570	2,820	05-Jun-89	0.241917808	478	118 TABLES
SPIROMETER	23-May-90	0.220156989	3,357	779	10-Jul-93	0.243287871	159	30 2 SEATER
IBM WHEELWRITE	17-Feb-95	0.284383362	3,483	2,502	22-Oct-91	0.471750822	1,841	869 OFFICE FURNITURE
MEGABYTE INTL	20-Jul-94	0.746501357	532	397	17-May-95	0.828787123	212	178 FURNITURE
COMPUTER EQUI	01-Feb-95	0.8	827	682	05-Jun-95	0.834248575	700	584 FURNITURE
MICROSCOPE	15-Sep-93	0.801917606	810	536	01-Aug-91	0.449315085	11,245	5,053 FURNITURE
COMPUTER EQUI	04-Feb-94	0.700821918	722	508	18-Mar-93	0.811738022	1,000	612 FURNITURE
PRINTER	01-Aug-91	0.440315058	5,500	2,510	00-Sep-94	0.780277273	1,353	1,023 DR. FURNITURE
TERMINAL	21-Jul-94	0.748676342	325	230	08-Dec-94	0.784931507	311	244 FURNITURE
COMPUTER	05-Aug-94	0.750654032	453	340	17-Jul-95	0.846478452	150	127 FILE CABINETS
TAMPA MEDICAL	19-Dec-94	0.787946205	1,580	1,245	01-Oct-88	0.2	1,433	237 OFFICE FURNITURE
LASER JET	10-Feb-85	0.804109389	426	342	22-Mar-90	0.313150685	8,180	1,935 OAK CHAIRS
MULTITECH	07-Apr-95	0.817808219	441	351	18-Jun-90	0.337292274	2,263	763 OFFICE DESK
TELEPHONE	19-Aug-94	0.817008219	511	418	08-Mar-92	0.509041099	888	492 FILE CABINETS
PRINTER	17-May-94	0.728757123	315	230	15-Dec-95	0.888840315	927	822 FURNITURE
PURCHASED EQU	01-Oct-88	0.2	28,850	5,310	15-Oct-88	0.2	439	88 SECRETARY DESK
PAGewriter EK	19-Jan-89	0.2	5,825	1,165	16-Nov-88	0.2	223	48 CHAIR
SCANNER	24-Mar-90	0.213801653	13,320	2,833	15-Dec-88	0.2	318	83 WAITING ROOM CH
IMEX LAB	20-Jul-89	0.2498027397	6,402	1,579	30-Jun-93	0.648621918	119	78 BOOKCASE
TREADMILL	23-Oct-89	0.272054795	12,000	3,285	30-Jun-93	0.640021918	158	100 OAK DESK
CBC MACHINES	23-Jun-90	0.338358184	11,737	3,971	30-Jun-93	0.640821918	50	32 SIDE CHAIR
X-RAY FILM PROC	11-Apr-91	0.416630137	3,500	1,485	30-Jun-93	0.640821918	122	78 LOVE SEAT
PROCESSOR	14-May-91	0.427671233	3,867	1,654	30-Jun-93	0.640821918	67	43 LAMPSTABLES
MONITOR	31-Aug-91	0.457834247	11,000	5,033	30-Jun-93	0.640821918	38	24 SILK PLANTS
VASCULAR DOPP	11-Dec-92	0.6595753425	790	468	30-Jun-93	0.640821918	25	103 RUG & CHAIRS
OXYMETER	14-Jan-93	0.680634903	1,609	1,011	31-Mar-94	0.715560411	100	457 FILE CABINETS
VIDEO TURNTABL	20-Mar-89	0.21200274	95	20	07-Aug-92	0.521232877	859	400 Picture Frames
OPEN FILE W TRA	23-Mar-88	0.213424658	1,023	218	01-May-90	0.234109589	114	28 Desk & Chair
STENO CHAIR	13-Jul-88	0.244100588	909	222	16-Jun-99	0.238712329	445	106 Beds
AT & T PHONES	12-Mar-90	0.312323787	1,793	372	18-Sep-90	0.231947808	947	248 Furniture
FAX	27-Mar-91	0.414520548	1,484	615	22-Sep-90	0.283581844	273	72 Desk
SCANNING EQUIP	03-Sep-92	0.558630137	741	414	10-Oct-99	0.288483181	1,155	310 Office Furniture
COMPUTER	01-Jul-92	0.491232877	1,423	1,532	27-Oct-99	0.273150685	392	107 Love Seat
COMPUTER EQUI	11-Aug-94	0.752323787	570	438	24-Nov-99	0.280821918	123	37 Desk & Chair
PRINTER	01-Aug-94	0.740889041	478	358	20-Jan-00	0.286438308	254	75 2 Desks
SOFTWARE	01-Aug-94	0.740889041	3,174	2,379	26-Jan-90	0.289082192	868	288 Desk
COMPUTER	01-Aug-94	0.740889041	4,818	3,587	04-Feb-90	0.300547843	333	102 2 Office Chairs
COMPUTER	28-Nov-94	0.782485753	259	198	19-Sep-88	0.2	334	67 Furniture
COMPUTER	31-Oct-94	0.774520548	2,108	1,833	20-Mar-97	0.2	568	113 Westpacor Bedsets
COMPUTER	23-Nov-94	0.782737328	2,109	1,631	08-Apr-97	0.2	302	89 2 Typewriter Chairs
PRINTER	31-Oct-94	0.774520548	1,011	783	05-Mar-98	0.2	248	20 Desk
SOFTWARE	07-Nov-94	0.776438308	1,170	908	04-Sep-98	0.2	94	19 2 Typewriter Tables
SOFTWARE	28-Oct-94	0.773383833	659	510	01-Jan-94	0.2	8,000	1,200 Furniture & Equipmen
COMPUTER	28-Oct-94	0.773383833	423	329	01-Jan-93	0.2	5,214	1,043 Furniture & Equipmen
COMPUTER	02-Dec-94	0.782323787	100	78	20-Nov-91	0.482455753	117	58 Chair
COMPUTER	30-Nov-94	0.782737328	1,064	833	01-Apr-91	0.416890411	2,246	034 Furniture & Pictures
COMPUTER	09-Dec-94	0.784100588	270	212	01-May-91	0.424109589	828	389 Furniture & Pictures
COMPUTER	19-May-99	0.227945205	1,442	329	01-Jul-91	0.440821918	1,007	444 Furniture & Pictures
COMPUTER	15-May-93	0.228219178	580	427	12-Mar-92	0.510884932	591	302 Chair
PRINTER	27-Sep-93	0.665205479	3,785	2,685	23-Sep-93	0.684109686	373	248 Chairs
MEDICAL EQUIP	21-Feb-94	0.706478452	215	152	30-Jun-92	0.540821918	683	389 Furniture & Pictures
HYPERCATOR PL	15-Sep-92	0.591917808	937	530	21-Oct-92	0.571780822	1,033	591 Desk, Table & Chairs
MICROSCOPE	11-Sep-90	0.390647845	1,179	468	15-Sep-90	0.361543839	103	95 Office Pictures
E03	24-Sep-90	0.304109689	3,500	1,274	30-Sep-91	0.489753425	228	107 Furniture & Pictures
X-RAY PARTS	27-Jul-87	0.2	1,094	219	23-Jun-94	0.73390411	1,829	1,251 Office Furniture
OTOSCOPE	25-Feb-92	0.30001157	1,294	629	30-Sep-92	0.686027397	183	109 Furniture & Pictures
THERMOMETER	04-Dec-92	0.583835818	124	183	01-Mar-93	0.28733728	517	107 Furniture
PHELMOCHECK	31-Dec-92	0.591232877	2,067	1,222	01-May-99	0.224109689	500	112 Furniture
X-RAY EQUIP	15-Mar-93	0.611500548	2,580	1,569	01-Jun-90	0.23260274	1,100	268 Desk & Chair
EXAM TABLE	15-Mar-93	0.611500548	434	547	01-Jun-99	0.23200274	585	195 Table & Chairs
MEDICAL EQUIP	01-Oct-87	0.2	12,788	2,887	01-Aug-93	0.340315085	534	98 Desk
OLYMPUS	01-Jan-89	0.2	630	129	01-Sep-93	0.287808219	490	118 Chair
MEDICAL EQUIP	01-Jan-91	0.2	208	42	01-Dec-89	0.28273728	780	315 Chairs
MEDICAL EQUIP	01-Apr-89	0.215290411	207	45	01-Sep-92	0.280684932	175	61 Pictures
MEDICAL EQUIP	01-Jun-99	0.23200274	1,505	371	31-Dec-85	0.2	327	535 Medical Equipment
X-RAY EQUIP	11-Aug-89	0.248315088	140	35	31-Dec-85	0.2	183	78 Unholstered Pictures
HOLTER MONITO	31-Mar-90	0.316818438	1,021	322	31-Dec-86	0.2	161	39 Furniture
OTOSCOPE	13-Sep-93	0.301308383	233	222	10-Oct-89	0.27088904	508	38 Furniture
MEDICAL INSTRU	01-Oct-87	0.2	4,465	888	13-Jun-87	0.2	529	133 Medical Equipment
MEDICAL EQUIP	01-Jun-85	0.2	20,444	5,229	15-Jun-87	0.2	529	100 Breakroom Chairs
EXAM TABLE	01-Jun-88	0.23200274	1,000	233	15-Jun-87	0.2	1,295	259 Love Seats
MEDICAL INSTRU	01-Sep-89	0.287808219	450	118	15-Aug-87	0.2	933	187 Chairs - An HALL
MEDICAL EQUIP	01-Oct-89	0.299027397	500	133	16-Jun-87	0.2	543	109 Vertical Blinds
					13-Jun-87	0.2	2,122	434 Reception Pse Chairs

DATE PURCHASED	MULTIPLIER	COST	VALUE	MULTIPLIER	COST	VALUE	
MEDICAL TABLE EQUIPMENT	01-Aug-89	0.249315000	500	125	15-Jul-87	0.2	521
OPERATING LIGHT MICROSCOPE EQUIPMENT	31-Jan-90	0.289452055	544	183	15-Jul-87	0.2	333
X-RAY MACHINE	31-Oct-93	0.674520548	545	358	15-Jul-87	0.2	800
GLUCONETER	20-Dec-85	0.2	445	89	01-Sep-92	0.553092192	268
MEDICAL EQUIP	27-Nov-85	0.2	17,094	3,419	01-Jan-88	0.2	24,657
MEDICAL EQUIP	27-Nov-85	0.2	17,154	3,437	23-Jul-91	0.446645315	200
X-RAY MACHINE	27-Nov-85	0.2	23,875	4,775	22-Oct-91	0.471780822	260
MEDICAL EQUIP	31-May-90	0.315315434	180	60	24-Mar-92	0.512972803	141
MEDICAL EQUIP	11-Jan-93	0.594245575	4,472	2,657	24-Apr-92	0.522485753	130
MEDICAL EQUIP	25-May-93	0.630058804	096	028	08-Sep-94	0.760273873	2,032
MEDICAL EQUIP	07-Sep-93	0.659720327	1,854	1,223	09-Dec-94	0.785203479	351
EXAM TABLE	21-Nov-94	0.780275773	85	69	13-Oct-94	0.789589041	750
EXAM TABLE	21-Nov-94	0.780275773	177	138	24-Oct-94	0.772002174	14,208
LL100 SYSTEM	15-Oct-88	0.2	1,190	238	28-Oct-94	0.772002174	128
X-RAY FILES	15-Dec-88	0.2	423	85	01-Oct-89	0.286027397	111
MEDICAL EQUIP	15-May-89	0.227045205	890	217	31-Mar-90	0.315618438	250
MEDICAL EQUIP	15-May-89	0.227045205	250	57	06-Jul-90	0.342191761	350
MEDICAL EQUIP	15-May-89	0.253150065	1,456	398	07-Aug-90	0.320589004	350
EQUIPMENT	05-May-93	0.825475452	1,804	1,128	31-Aug-90	0.3275314247	325
EXAM TABLE	30-Jun-93	0.640821918	458	293	05-Sep-90	0.25850411	372
CRYO UNIT	30-Jun-93	0.640821918	421	270	01-Sep-87	0.2	2,317
NEBULIZER	30-Jun-93	0.640821918	48	31	01-Sep-87	0.2	83
BLIMPENDENCE SPIROMETER	30-Jun-93	0.640821918	644	415	01-Sep-87	0.2	31
TELEPHONE SYST	30-Jun-93	0.640821918	208	133	01-Sep-87	0.2	48
LATERAL FILES	31-Jul-84	0.742315068	2,797	2,028	01-Oct-87	0.2	1,088
LATERAL FILES	30-Jun-93	0.640821918	128	80	01-Jun-89	0.232802774	1,100
Fax Machine	30-Mar-94	0.715610438	725	520	01-Jul-89	0.240821918	1,171
Typewriter	12-Apr-90	0.31803411	896	283	01-Aug-89	0.249315068	970
Color	22-May-90	0.322803014	2,520	831	25-Nov-82	0.581362883	297
Phone System	15-May-89	0.227045205	2,583	584	30-Jun-90	0.340547945	270
Typewriter	23-Apr-88	0.2	628	195	01-Jan-87	0.2	135
Steno Monitor	11-May-87	0.627123288	181	95	30-Jun-90	0.340547945	100
Ratidgerator	22-Jun-93	0.597269274	1,500	856	30-Jun-90	0.340547945	59
Typewriter	05-Apr-93	0.618082192	108	65	30-Jun-90	0.340547945	250
Copyer	15-Sep-90	0.561643838	1,155	418	31-Dec-92	0.591232877	225
Typewriter	01-Sep-87	0.2	358	71	18-Apr-93	0.620273973	348
Reorder	01-Oct-87	0.2	710	143	20-Mar-93	0.812876712	479
Calculator	01-Nov-87	0.2	51	10	31-Mar-93	0.816250411	852
Vacuum Steamer	30-Jun-92	0.540821918	2,545	1,376	31-Mar-93	0.816250411	852
Mixers	31-Dec-82	0.591228877	192	114	01-Apr-93	0.817808219	1,712
Typewriter	01-Mar-88	0.2	201	40	07-Apr-93	0.817808219	1,712
Telephone Upgrade	28-Feb-94	0.70727728	357	253	01-Apr-93	0.817808219	514
Portable Phone	13-Sep-93	0.561256883	170	112	20-Apr-93	0.824109589	258
Fire Extinguisher	01-Jul-89	0.240821918	130	31	28-Apr-93	0.823531644	1,064
Telephone	01-Apr-89	0.215890411	932	201	23-Nov-93	0.880821918	468
Credit Card Expense	23-Feb-94	0.70830137	932	658	23-Nov-93	0.880821918	468
Telephone System	27-Nov-85	0.2	1,500	300	31-Oct-95	0.871780822	188
Business Machine	27-Nov-85	0.2	2,488	499	21-Oct-95	0.871780822	188
Hoover Vacuum Cc	31-Dec-85	0.2	470	94	21-Oct-95	0.871780822	188
Office Equipment	31-Dec-85	0.2	227	45	30-Oct-95	0.874248575	500
Videocassette Recd	15-May-86	0.2	1,272	254	12-Oct-95	0.869315068	360
Equipment	15-Jun-87	0.2	284	57	12-Oct-95	0.869315068	360
Copy Machine	15-Feb-91	0.403601644	2,328	932	12-Oct-95	0.869315068	159
Machines	21-Mar-86	0.2	21	4	12-Oct-95	0.869315068	368
Various Equipment	03-Jan-86	0.2	1,108	240	24-Sep-95	0.864383582	458
Telephone Equipment	15-Nov-88	0.2	600	120	24-Sep-95	0.864383582	422
Office Equipment	22-Aug-91	0.452008493	116	53	24-Sep-95	0.864383582	333
Typewriter	30-Sep-90	0.305763425	391	143	24-Sep-95	0.864383582	333
Vacuum Cleaner	14-Apr-92	0.510728027	68	81	24-Sep-95	0.864383582	338
Fax Machine	12-Jul-93	0.644106589	807	391	24-Sep-95	0.864383582	338
Credit Card Expense	30-Aug-93	0.657534247	835	418	24-Sep-95	0.864383582	338
Fax Machine	07-Nov-94	0.778430368	856	688	24-Sep-95	0.864383582	338
Fax Machine	21-Dec-94	0.788493151	852	672	24-Sep-95	0.864383582	338
Phone System	23-Dec-94	0.700410660	2,000	1,561	24-Sep-95	0.864383582	408
Steno	01-Sep-90	0.337808219	1,270	458	24-Sep-95	0.864383582	496
Phone System	30-Jun-93	0.640821918	1,083	684	24-Sep-95	0.864383582	498
Color	30-Jun-93	0.640821918	108	68	24-Sep-95	0.864383582	323
Fax Machine	28-Aug-93	0.6564383582	358	234	24-Sep-95	0.864383582	323
Console	22-Oct-90	0.371780822	2,729	1,015	24-Sep-95	0.864383582	323
Terminal & Compaq	14-Jan-91	0.324784521	761	320	29-Sep-95	0.865753425	102
Computer	14-Jan-92	0.484794521	1,772	877	13-Jun-95	0.828164364	763
Computer	15-Sep-92	0.561917808	732	411	31-May-95	0.832802774	1,601
Versys Schwabe	13-Jan-93	0.564794521	516	307	01-Oct-95	0.867397728	101
Versys Schwabe	13-Sep-92	0.661917808	1,103	670	05-Oct-95	0.867397728	313

VALUATION DATE

31-Jan-87

DATE PURCHASED

MULTIPLIER

COST

VALUE

DATE PURCHASED	MULTIPLIER	COST	VALUE
Software	05-Apr-83	0.618082102	250
PRINTER	07-Nov-85	0.878438366	300
Computer	01-Jun-88	0.222503274	3,440
Computer WYSE	29-Sep-82	0.565753425	218
Computer Equipme	28-Jul-83	0.643453151	2,282
Computer Equipme	27-May-85	0.831780822	2,933
Computer	31-Mar-82	0.515839141	1,857
Computer	20-Jun-84	0.740821018	2,820
2 Computer Termi	14-Jun-84	0.738438366	5,185
Copy Machine	05-Apr-83	0.617250274	142
TELEPHONE SYST	11-Mar-83	0.810410958	1,917
STENO CHAIRS	31-Mar-83	0.615890411	202
SLIDE PROJECTO	31-Oct-84	0.791232877	204
FAX MACHINE	25-Oct-85	0.873150885	461
Fax Machine	25-Oct-85	0.873150885	451
Fax Machine	26-Oct-85	0.873150885	451
COMPUTER	03-Jun-83	0.633424658	7,300
PENTIUM SYSTEM	17-Oct-85	0.870524832	3,472
PRINTER	17-Oct-85	0.870524832	427
PENTIUM SYSTEM	22-Oct-85	0.872054785	3,408
INFANT SCALE	01-Apr-83	0.618184384	100
CHILD SCALE	01-Apr-83	0.618184384	100
EXAM TABLES	01-Apr-83	0.618184384	600
EXAM TABLE COV	09-Apr-83	0.618356164	429
TYMPANOGRAM	10-May-83	0.625849315	1,518
EXAM TABLE	25-Jun-83	0.638726027	350
THERMOMETER	20-Jul-83	0.648787123	294
DIAGNOSTIC SET	29-Jul-83	0.648787123	268
OPHTHALMOSCO	29-Jul-83	0.648787123	405
OPHTHALMOSCO	29-Jul-83	0.648787123	405
OPHTHALMOSCO	29-Jul-83	0.648787123	405
COUNTER	09-Aug-84	0.751780822	18,248
MULTIPLEXER	22-Oct-85	0.872054785	1,185
MULTIPLEXER	22-Oct-85	0.872054785	1,185
MULTIPLEXER	30-Oct-85	0.874248575	1,142
MULTIPLEXER	30-Oct-85	0.874248575	1,142
EXAM TABLE	24-Sep-85	0.864383582	399
EXAM TABLE	24-Sep-85	0.864383582	399
EXAM TABLE	24-Sep-85	0.864383582	399
EXAM TABLE	24-Sep-85	0.864383582	399
EXAM TABLE	24-Sep-85	0.864383582	399
Phone System	17-Oct-85	0.870684932	8,000
exam table	24-Sep-85	0.864383582	399
EXAM TABLE	10-Sep-85	0.860647945	288
EXAM TABLE	10-Sep-85	0.860647945	575
WHEELCHAIR	29-Sep-85	0.885753425	227
OSHA COMPLIAN	29-Sep-85	0.885753425	421
X-RAY	29-Sep-85	0.885753425	314
RESUSCITATOR	29-Sep-85	0.885753425	130
OXYGEN	29-Sep-85	0.885753425	242
NEBULIZER	29-Sep-85	0.885753425	149
INFLATION EYE	14-Sep-85	0.881843833	133
BP UNIT	14-Sep-85	0.681843833	111
HISTOFREEZER	14-Sep-85	0.881843833	130
BP UNIT	15-Sep-85	0.865131780	105
ALLUM EYE	27-Sep-85	0.885205478	127
STAND IV	29-Sep-85	0.885753425	75
STAND MAYO	29-Sep-85	0.885478402	135
EXAM TABLE	29-Sep-85	0.885753425	831
TREATMENT TABL	29-Sep-85	0.885753425	694
CASTER STOOL	29-Sep-85	0.885753425	377
BLOOD DRAW CH	29-Sep-85	0.885753425	325
SWALL TRANSFO	29-Sep-85	0.885753425	888
OTOSCOPE	29-Sep-85	0.885753425	158
OPHTHALMOSCO	29-Sep-85	0.885753425	463
BP UNIT	29-Sep-85	0.885753425	223
CPU UNIT	21-Nov-85	0.850273973	213
PRINTER	03-Jan-86	0.792054785	733
COMPUTER SUPP	03-Jan-86	0.792054785	1,300
MULTITECH PORT	29-May-85	0.631232877	1,649
IBM TERMINAL	15-Jun-85	0.638712329	654
IBM TERMINAL	04-Apr-85	0.816838301	1,172
NCR OX256	10-Aug-85	0.852234795	1,492
CPU UNIT	24-Nov-85	0.881085828	426
COMP EQUIP	21-Aug-85	0.858888493	2,345

MULTIPLIER

COST

VALUE

MULTIPLIER	COST	VALUE
05-Oct-85	0.85739726	125
05-Oct-85	0.85739726	202
05-Oct-85	0.85739726	160
05-Oct-85	0.85739726	1,200
01-Jan-86	0.891806849	211

111 COFFEE TABLE
175 END TABLES
129 DUPONT TEFLON
1127 CHAIRS
189 VARIOUS

ACCESS

VALUATION DATE 31-Jan-87

DATE PURCHASED	MULTIPLIER	COST	VALUE	MULTIPLIER	COST	VALUE	
				09-Jan-85	0.833065493	1,400	1,173 SIGN
				15-Jan-86	0.855342466	11,105	9,543 LEASEHOLDS
SUBTOTAL LEASEHOLD IMPROVEMENTS		327,753	192,121				
		650,633	341,254			948,098	483,824

TOTAL FIXED ASSETS	\$	483,824	Estimate
TOTAL LEASEHOLDS	\$	218,832	
TOTAL ASSETS LESS LEASEHOLDS	\$	264,992	

11/25/85 Accounts receivable	1,051,721
Over 90 Days	366,822
MQMA start over 90	255,779
net	684,900
Historical	0,800
ACCOUNTS RECEIVABLE	553,147

~~SITING DAYS~~

10087
AA-VALUE

TOTAL P. 87

41-9

EXHIBIT IV.H
NON-COMPETITION AGREEMENT

and

NON-COMPETITION AGREEMENT

This NON-COMPETITION AGREEMENT (the "Agreement") is made and entered into as of this ___ day of January, 1997, by and among [redacted], a Florida corporation (" [redacted] "); [redacted], a Delaware corporation ("AAMC"), [redacted] M.D., [redacted] M.D., [redacted] M.D., [redacted] M.D., [redacted] M.D., [redacted] M.D., [redacted] M.D., [redacted] M.D., [redacted] M.D., [redacted] M.D., [redacted] M.D., [redacted] D.O., [redacted] M.D., [redacted] M.D., [redacted] M.D., [redacted] D.O., and [redacted] M.D. (collectively, the "AAMC Shareholders") and [redacted], Inc., a Florida corporation ("PRN") and [redacted], the sole shareholder of PRN (the "PRN Shareholder") (the AAMC Shareholders and the PRN Shareholder are sometimes hereinafter collectively referred to as the "Shareholders").

WITNESSETH:

WHEREAS, [redacted] business consists of providing comprehensive physician management services for physician practices (the "Business"); and

WHEREAS, the AAMC Shareholders are all the shareholders of AAMC (other than [redacted] M.D., [redacted] M.D., [redacted] M.D. and [redacted] and AAMC is the sole shareholder of [redacted] Inc., a Florida corporation ("AMC"), a physician practice with office locations in [redacted] Florida; and

WHEREAS, [redacted] is purchasing substantially all of the assets of AAMC pursuant to that certain Asset Purchase Agreement dated January 23, 1997 by and among [redacted] AAMC and the AAMC Shareholders (the "Asset Purchase Agreement"); and

WHEREAS, [redacted] is providing comprehensive physician management services to AMC pursuant to that certain Practice Management Agreement dated January ___, 1997 by and between [redacted] and AMC (the "Practice Management Agreement"); and

WHEREAS, [redacted] desires during the first two (2) years of the term of the Practice Management Agreement that none of AAMC, the AAMC Shareholders, PRN or the PRN Shareholder, directly or indirectly compete with [redacted] Business within certain designated geographic areas.

NOW, THEREFORE, in consideration of the premises, covenants and agreements set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, AAMC, PRN and the Shareholders mutually agree as follows:

ARTICLE I
COVENANT NOT TO COMPETE

1.1 Incorporation Herein of Recitals. The parties acknowledge and agree that the foregoing recitals are true, and such recitals are hereby incorporated herein for all purposes by this reference.

1.2 Consideration. AAMC, PRN and the Shareholders specifically acknowledge and agree that but for their execution and delivery of this Agreement, [redacted] would not enter into the Asset Purchase Agreement or the Practice Management Agreement and that AAMC's, PRN's and the Shareholders' execution and delivery of this Agreement are material inducements to and material parts of the consideration for [redacted] entering into the Asset Purchase Agreement and the Practice Management Agreement. In consideration for AAMC, PRN and the Shareholders' executing and delivering this Agreement, [redacted] shall proceed with and fulfill its obligations under the Asset Purchase Agreement and Practice Management Agreement.

1.3 Non-competition Agreement. Each of AAMC and PRN and each of the Shareholders hereby represents, warrants and agrees that, without the prior written consent of [redacted], none of AAMC, PRN nor any of the Shareholders shall, directly or indirectly, as owner, employee, agent, contractor, partner, shareholder, proprietor, associate, or in any other capacity whatsoever, engage in or carry on, or be engaged by, or lend its name, reputation or credit to, or assist financially or otherwise, any Similar Business, as hereinafter defined, which does business anywhere in Hillsborough County, Florida (hereinafter such geographic area is collectively referred to as the "Geographic Area") for a period of two (2) years from the effective date of this Agreement (the "Time Period"). For purposes of this Agreement, "Similar Business" is defined as any business, person, firm, sole proprietorship, corporation, partnership, joint venture or other entity (any of the foregoing are hereinafter referred to as the "Managing Entity") whose business operations, either in whole or in part, presently consist of, or will consist of: (i) providing management services to any sole proprietorship, general partnership, limited partnership, corporation, limited liability company or other entity to which the Managing Entity pays such other entity consideration to purchase partnership interests, stock, membership interests, as applicable, or to purchase any of the other entity's assets, and (ii) providing comprehensive management services which are the same as or similar to the services that [redacted] provides to AMC pursuant to the Practice Management Agreement, including providing management services which includes the provision of any of the following services for the managed entity: claims adjudication, utilization review, credentialing services which include primary source verification, and/or strategic and business planning. Notwithstanding anything to the contrary herein, credentialing services which are limited to providing assistance in completing credentialing or recredentialing applications for physician clients are not restricted by the Agreement. Notwithstanding anything to the contrary herein, PRN is in no way restricted by this Agreement from providing services pursuant to contracts, to which PRN is a party, which are effective prior to the effective date of this Agreement.

1.4 Remedies. Each of AAMC and PRN and each of the Shareholders acknowledge that if it violates any of the provisions of this Agreement irreparable injury will result to . Accordingly, each of AAMC and PRN and each of the Shareholders agrees that in the event of a breach or threatened breach of this Agreement by AAMC, PRN or any Shareholder, shall be entitled to an injunction restraining AAMC and/or PRN and/or such Shareholder as applicable, from the commission of such breach, without the necessity of proof of actual damage, and that such an order may be entered pending the litigation, as well as a final determination thereof. In addition, shall be entitled to reimbursement of all attorneys' fees and expenses of litigation (including without limitation, attorneys' fees incurred in connection with any appeal) and such further relief as may be proper. Nothing herein contained shall be construed as prohibiting from pursuing any other remedies available to for such breach or threatened breach, including the recovery of money damages.

1.5 Reasonableness of Geographic Area and Time Period: Each of AAMC and PRN and each Shareholder agrees that if the Geographic Area and/or the Time Period as set forth in Section 1.3 herein are determined by a court of competent jurisdiction to be unreasonable, unenforceable or otherwise invalid, then such court is hereby authorized to reform the Geographic Area and/or Time Period to the maximum area and/or time limit that is not unreasonable, unenforceable or otherwise invalid. In the event any provision of this Agreement is determined to be invalid or unenforceable and is not reformed by a court of competent jurisdiction, such invalid or unenforceable provision shall be severable and shall not disturb the validity or enforcement of the remainder of this Agreement.

1.6 No Waiver of Rights. No delay on the part of in exercising any of its options, powers, or rights hereunder, or partial or single exercise thereof, shall constitute a waiver thereof. No waiver of any of the rights of hereunder shall be deemed to be made by unless the same shall be in writing, duly signed by a duly authorized officer of and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of or the obligations of AAMC, PRN and the Shareholders to in any other respect at any time.

ARTICLE II. MISCELLANEOUS

2.1 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all negotiations, representations, warranties, commitments, offers, contracts, and writings prior to the date hereof.

2.2 Written Modifications or Amendments Required. No modification or amendment of any provision of this Agreement shall be effective unless made in a written instrument, duly executed by all of the parties hereto, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects set forth in such instrument.

2.3 Attorneys' Fees. Either party may institute, or cause to be instituted, proceedings to enforce this Agreement. If any legal action or any other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any or the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in connection with such action or proceeding and any appeal thereunder, in addition to any other remedies available.

2.4 Applicability of Florida Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Any action, suit or proceeding, including arbitration, arising out of, under or in connection with this Agreement shall be brought and determined in Palm Beach County, Florida, and the parties irrevocably submit to such jurisdiction.

2.5 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been given when delivered personally or sent by facsimile, confirmation requested, or when deposited in the United States mail, certified and with proper postage prepaid, or when sent by overnight courier, charges prepaid, addressed to the party for whom intended at its or his address as follows:

If to AAMC, PRN
or Shareholders

If to

Any party may change the address to which notices and other communications are to be directed to it or him by giving notice of such change to the other parties in the manner provided by this Section.

2.6 Assignability of Agreement. The rights and obligations of _____ hereunder are assignable by it, and the covenants, terms, and provisions set forth herein shall inure to the benefit of and be enforceable by _____ and its successors, assigns, and successors-in-interest. This Agreement is nonassignable and nondelegable by AAMC, PRN or the Shareholders.

2.7 Execution in Counterparts Allowed. This Agreement may be executed in two (2) or more counterparts, each of which will take effect as an original and all of which shall evidence one and the same agreement. This Agreement shall be binding upon any signatory hereto regardless of whether any other party shall execute or deliver this Agreement.

2.8 Section and Other Headings. The article and other headings set forth in this Agreement are for reference purpose only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

By: _____
Print Name: _____
Print Title: _____

AAMC:

By: _____
Print Name: _____
Print Title: _____

PRN:

By: _____
Print Name: _____
Print Title: _____

42-E

AAMC SHAREHOLDERS:

M.D.

M.D.

M.D.

M.D.

M.D.

M.D.

M.D.

M.D.

M.D.

M.D.

D.O.

M.D.

M.D.

M.D.

D.O.

M.D.

PRN SHAREHOLDER:

0240472.02

7

42-6

Exhibit VII.C.2.

"The Guarantors"

M.D.
M.D.
M.D.
M.D.

M.D.
M.D.
M.D.
M.D.
M.D.
D.O.
M.D.
M.D.
M.D.
D.O.
M.D.

Exhibit B

Form of Guarantee

Exhibit B

GUARANTY

THIS GUARANTY ("Guaranty"), executed as of _____, 1996, is made by _____, individually (hereinafter referred to as "Guarantor"), in favor of _____ a Florida corporation, and any and all agents, successors, assigns, and affiliated and related entities (collectively and individually, hereinafter referred to as _____).

WITNESSETH:

WHEREAS, _____, a Florida corporation (hereinafter referred to as the "Practice"). Pursuant to that certain Practice Management Agreement (the "Practice Management Agreement"), dated as of _____, 1996, between _____ and the Practice, owes or potentially owes to _____ certain amounts described in Section VII. C.2. of the Practice Management Agreement; and

WHEREAS, Guarantor agreed to enter into this Guarantee for the purpose of inducing _____ to make certain financial accommodations to the Practice and to execute the Practice Management Agreement and that certain Asset Purchase Agreement, dated as of _____, 1996, among _____ Practice and the Guarantor (such agreements hereinafter referred to collectively and each individually as the "Agreements").

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. Guaranty. Guarantor hereby absolutely and unconditionally guarantees the punctual payment of the amount due upon termination of the Management Agreement as described in Section VII.C.2. of the Practice Management Agreement ("The Debts"). If the Practice Management Agreement terminates for any reason other than a termination by the Practice pursuant to Section VII. B. within nine (9) years of the effective date of the Practice Management Agreement, Guarantor hereby agrees and acknowledges that such guarantee of payment includes, without limitation, the obligation to pay immediately, upon termination of the Practice Management Agreement, the entire aggregate amount of the Guaranteed Amount (as such term is defined in the Practice Management Agreement). In addition, Guarantor shall pay any and all reasonable fees, costs and expenses incurred by _____ (including attorney(s) fees incurred by _____ at any time prior or subsequent to default, whether litigation is involved or not, and if involved, whether at the pre-trial, trial or appellate levels or in pre or post-judgment or bankruptcy proceedings), in enforcing or realizing upon the obligations of Guarantor hereunder. Such Debts and other amounts are hereinafter referred to collectively as the "Obligations".

2. Guaranty Absolute. Guarantor guarantees that the Obligations will be paid strictly in accordance with the Practice Management Agreement. The liability of Guarantor under this Guaranty shall continue and be absolute and unconditional irrespective of:

(a) Any change in the time, manner or place of payment of, or in any other term, of the Obligations, or any other renewal, extension, amendment, modification or waiver of or any consent to departure from the Practice Management Agreement;

(b) With respect to Guarantor, Practice, or any other person or entity liable in respect of the Obligations, any failure to obtain required authorization by all necessary corporate or other action relating to the execution, delivery, or performance of any of the Agreements, or to any violation of any provision of any of the articles of incorporation, by-laws or any other document, instrument or agreement occasioned by the execution, delivery, or performance of any of the Agreements;

(c) Any release, amendment, waiver, modification, extension or renewal of or consent to departure from or forbearance or any other action or inaction under or in respect of this Guaranty or any other guaranty of the Obligations;

(d) This Guaranty shall continue to be effective or shall be reinstated, as the case may be, if any payment of the Obligations is rescinded or must otherwise be returned by due to bankruptcy or reorganization laws or for any reason whatsoever, all as though such payment had not been made. The obligations of Guarantor hereunder shall be absolute and primary, shall be complete and binding as to Guarantor upon his execution of this Guaranty, shall be subject to no conditions precedent, and shall be independent of and cumulative to any other remedies in the Practice Management Agreement, and may exercise any of its rights and remedies under this Guaranty, the Practice Management Agreement or otherwise singly or concurrently.

3. Waiver No Duties. Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice of any nature whatsoever with respect to any of the Agreements shall not be obligated to exhaust any right or take any action against Practice, or any other person or entity, or any collateral for the Obligations, prior to the enforcement of its rights hereunder. shall not be required to obtain the consent of Guarantor with respect to any matter.

4. Subrogation. Until the total Obligations are paid in full, the Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever and no right of recourse to or with respect to any assets or property of Practice or to any collateral for the Obligations, until such time as all of the Obligations have been paid in full. If any amount shall be paid to Guarantor on account of such subrogation rights at any time when all the Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of and shall forthwith be paid to to be credited and applied upon the Obligations, whether matured or unmatured, in accordance with the Payment Terms.

5. Warranties. Guarantor makes the following representations and warranties

to

(a) Guarantor has the right, power, legal capacity and authority to own his assets and properties, and to carry on his businesses as now being conducted, in every jurisdiction where he is conducting his businesses, and has power and authority to execute and perform this Guaranty;

(b) Neither the execution and delivery of this Guaranty nor fulfillment of or compliance with the terms and conditions hereof will violate or be in conflict with, result in a breach of, or constitute a default under, any indenture, agreement or other instrument to which Guarantor is a party or by which Guarantor or any of his assets or properties are bound, or any order, writ, injunction or decree of any court or governmental institution;

(c) There are no actions, suits or proceedings pending or, to the knowledge of Guarantor, threatened against or adversely affecting Guarantor at law or in equity or before or by a governmental agency or instrumentality, domestic or foreign, which involve any of the transactions herein contemplated, or the possibility of any judgement or liability which may result in any material and adverse change in the business, operations, prospects, properties or assets, or in the condition, financial or otherwise, of Guarantor. Guarantor is not in default with respect to any judgement, order, writ, injunction, decree, rule or regulation of any court, or federal, state, municipal or other governmental department;

(d) Guarantor has filed, or caused to be filed, all federal and state tax returns which are required to be filed, and has paid or caused to be paid, all taxes as shown on said returns or on any assessment received by him and not being contested in good faith, to the extent that such taxes have become due;

(e) Subject to the fact that the validity, binding effect and enforceability of the Guaranty may be limited or otherwise affected by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other similar statutes, rules, regulations or other laws affecting the enforcement of creditors' rights and remedies generally, this Guaranty is a legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms; and

(f) Guarantor is not in default in any material respect under, or with respect to, any contract, agreement or other instrument to which he is a party or by which his assets or properties may be bound.

6. Negative Covenant: Guarantor covenants and agrees with that from the date hereof and so long as the Obligations shall remain unpaid, unless shall otherwise consent in writing, Guarantor shall not commit or do, or fail to commit or do, any act or thing which would constitute a material event of default under any of the terms or provisions of any other agreement, contract, indenture, document or instrument

executed, or to be executed by Guarantor including, without limitation, agreements, contracts, indentures, documents or instruments by and between Guarantor and except those that may be contested in good faith or are covered by insurance; and would not, if settled unfavorably, materially and adversely affect his financial condition.

7. Events of Default. Default in the due and punctual observance or performance of any of the terms, covenants, or agreements contained in this Guaranty shall constitute events of default under this Guaranty.

8. Notices. All notices, requests and other communications pursuant to this Guaranty, shall be sent by registered or certified first class mail, postage prepaid, by hand delivery or by overnight express, charges prepaid, addressed as follows:

As to

Attention:

With a copy to:

Attention:

As to Guarantor,

or to any such other address as any party hereto shall designate in a written notice to the other party hereto. Any notice addressed and mailed shall be deemed to have been given (i) when delivered personally, (ii) when deposited in the United States mail, registered or certified with proper postage prepaid, addressed to the party for whom intended at its or his address; or (iii) one (1) business day after delivery by overnight express charges prepaid.

9. No Waiver Cumulative Remedies. may, at any time and from time to time, waive or not insist on strict compliance with any one or more of the provisions contained in this Guaranty or in any document relating to this Guaranty, but any such waiver or non-insistence shall be deemed to be made pursuant to the terms of said document and not in modification thereof. Any waiver or non-insistence in any instance or under any particular circumstance shall not be considered a waiver or non-insistence of such provision in any other instance or any other circumstance, or as creating a requirement that must, as a result of a previous waiver or non-insistence, thereafter give notice to Practice, Guarantor, or any other person or entity that it does not

intend to give a further waiver or not insist upon strict performance of a previously waived or not insisted upon provision before _____ can exercise any right or remedies under any document or before any events of default or default can occur, whether occasioned by the provision previously waived or not insisted upon or otherwise, or as establishing a course of dealing for interpreting the expressions and other conduct between _____ and Practice, Guarantor or any other person or entity. The remedies provided herein and in the other documents executed contemporaneously herewith and referred to herein shall be cumulative, may be exercised from time to time, singularly or concurrently or in any combination, without _____ being obligated to exercise any such right in any other circumstance, and are not exclusive of any remedies provide by law.

10. Continuing Guaranty Transfer. This Guaranty is a continuing guaranty and shall:

(a) remain in full force and effect until the Obligations have been paid in full and written notice of discharge has been sent by _____ to Guarantor stating that the Guarantor shall no longer be liable hereunder;

(b) be binding upon Guarantor, his legal representatives and assigns, each of whom shall be jointly and severally liable hereunder, provided, however, Guarantor may not assign any of his rights and obligations hereunder without the written consent of _____ and _____

(c) inure to the benefit of and be enforceable by _____ and its agents, successors, transferees, participants, assigns, and related and affiliated entities. Without limiting the generality of this clause, _____ may assign or otherwise transfer the Debts, Obligations and/or any of _____ rights and benefits under the Agreements to any other person or entity to which _____ may assign the Practice Management Agreement, and such other person or entity shall thereupon become vested with all the rights in respect thereof granted to _____ herein or otherwise.

11. Set-Off. After an event of default, _____ shall have the right, at any time and from time to time, without notice to Guarantor (any such notice being expressly waived by Guarantor), to set-off and apply any and all monies or deposits at any time held and any other indebtedness at any time owing by _____ to or for the credit or account of Guarantor against the Obligations which then shall be due and payable (by acceleration or otherwise), whether or not _____ shall have made any demand under the Agreements; _____ agrees promptly to notify Guarantor after any such set-off and application. The rights of _____ under this paragraph are in addition to any other rights and remedies which _____ may have under this Guaranty or otherwise.

12. Governing Law. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Florida.

13. **Headings.** Paragraph headings in this Guaranty are included herein for convenience of reference only and shall not constitute a part of this Guaranty for any other purpose.

14. **Guarantor.** The word "Guarantor" when used herein shall include the individual signing this Guaranty and his respective heirs, executors, administrators, legal representatives, successors and assigns, if permitted hereunder, and all those holding under them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and effective as of the dates above written.

WITNESSES:

Signature

Print Name

Exhibit C

Medical Offices

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.

and

Exhibit D

Practice Providers

M.D.
M.D.
M.D.
M.D.
D.O.
M.D.
M.D.
M.D.
M.D.
M.D.
M.D.
D.O.
M.D.
M.D.
M.D.
D.O.
M.D.
M.D.
D.O.

ARNP
ARNP
ARNP
ARNP

Exhibit E

Form of Power of Attorney

and

EXHIBIT E

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, _____ M.D., effective as of _____, 1996, hereby make, constitute and appoint _____ Inc., a Florida corporation, my true and lawful attorney-in-fact (the "Attorney-In-Fact") and in my name, place and stead to act in connection with any and all matters relating to any of the following and with all requisite authority and power with respect to the medical services I render for or on behalf of _____ a Florida corporation (the "Practice"):

1. To collect, or cause to be collected, accounts receivable in my name and on my behalf, and, when deemed appropriate by the Attorney-In-Fact, settle and compromise claims, and assign accounts receivable to a collection agency or bring a legal action against a patient or payor on my behalf;
2. To receive, in my name and on my behalf or in the Practice's name or on the Practice's behalf, all cash, notes, checks, money orders, payor payments, and any other instruments received on my behalf as payments from patients, Blue Shield, Insurance companies, Medicare, Medicaid and all other payors;
3. To take possession of and endorse, in my name and on my behalf or in the Practice's name or on the Practice's behalf, cash, notes, checks, money orders, payor payments and other instruments received as payment of accounts receivable;
4. To collect in my name and on my behalf or in the Practice's name or on the Practice's behalf, all Practice Revenues, as such term is defined in that certain Practice Management Agreement (the "Practice Management Agreement"), dated as of _____, 1996, between the Attorney-In-Fact and the Practice;
5. To bill my patients on my behalf or the Practice's behalf and to bill under my provider number or that of the Practice; and
6. To execute any instruments or documents necessary or appropriate in connection with any of the above.
7. I shall perform all billing and collection activities in conformance with applicable laws, rules, regulations, Carrier Manual provisions and payor policies.

Notwithstanding anything herein to the contrary, the payment disposition instructions as they relate to billing and collecting for services covered in whole or in part by Medicare or Medicaid may be modified at any time as required by Medicare or Medicaid rules and manual provisions governing reassignment to a billing agent.

This Limited Power of Attorney is coupled with an interest and shall remain in full force and effect until the earlier of the termination of the Practice Management Agreement, or the termination of my employment by the Practice, and shall give the Attorney-In-Fact the power and authority to act in my name as fully as I could do if present with respect to the matters described herein. I hereby ratify and confirm and agree to ratify and confirm whatsoever the Attorney-In-Fact shall do or purport to do by reason of these presents consistent with the terms hereof.

The Attorney-In-Fact may assign its rights under this Limited Power of Attorney to any permitted assignee of the Attorney-In-Fact under the Practice Management Agreement. Any provision hereof which may prove unenforceable under any law shall not affect the validity of any other provisions hereof.

The Attorney-In-Fact is not liable for any acts or decisions made by the Attorney-In-Fact in good faith and under the terms of this Limited Power of Attorney.

Any photocopy of this Limited Power of Attorney shall have the same force and effect as the original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of the _____ day of _____ 1996.

WITNESSES:

STATE OF FLORIDA

COUNTY OF _____

}
} SS:
}

The foregoing instrument was acknowledged before me the _____ day of _____, 1996, by _____, M.D. who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit F

Form of Joinder/Restrictive Covenant Agreement

JOINDER/RESTRICTIVE COVENANT AGREEMENT

THIS JOINDER/RESTRICTIVE COVENANT AGREEMENT, is entered into as of the _____ day of _____, 1996, by and among [Insert Name], a physician licensed to practice medicine in the State of Florida (the "Physician"), a Florida corporation (the "Practice"), and _____ a Florida corporation

WHEREAS, the Physician is an employee of the Practice;

WHEREAS, the Practice has entered into a Practice Management Agreement (the "Agreement") with _____ as of the date hereof, under which _____ provides management services, collection services and related services to the Practice; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Restrictive Covenants. By affixing his or her signature hereto, the Physician hereby joins in the execution of the Agreement; for purposes of Attachment III and Attachment VI thereof. The execution of this Joinder/Restrictive Covenant Agreement shall be a counterpart execution of the Agreement, for purposes of Attachment III and Attachment VI, and the Physician agrees to be bound by all of the terms of such Attachment III and Attachment VI as though the Physician were an original party thereto. Attachment III and Attachment VI of the Agreement are hereby incorporated herein by this reference. The Physician agrees and acknowledges that Attachment III of the Agreement includes without limitation confidentiality covenants, noncompetition covenants, and non-solicitation covenants which, pursuant to this Joinder/Restrictive Covenant Agreement, apply to and bind the Physician.
2. Enforcement. As set forth in Paragraph 5 of Attachment III of the Agreement, the covenants of the Physician set forth or referred to herein are separate and independent covenants for which valuable consideration has been paid by _____. The covenants set forth or referred to herein have been made to induce _____ to enter into the Agreement, have been negotiated in good faith on an arm's length basis without undue influence, are reasonable and do not significantly prevent the Practice or the Physician from engaging in its or his respective businesses or occupations or limit its or his ability to earn a satisfactory income. As further set forth in Paragraph 5 of Attachment III of the Agreement, _____ remedy at law for any breach or attempted breach hereof by the Physician would be inadequate in and of itself, and _____ shall be entitled to specific performance.

injunction or other equitable relief in the event of any breach or attempted breach, in addition to any other remedies which might be available at law or in equity. In the event that the duration, scope or geographic area contemplated by the covenants set forth or referred to herein are determined to be unenforceable by a court of competent jurisdiction, the parties agree that the duration, scope or geographic area shall be deemed to be reduced to the greatest scope, duration or geographic area which would be enforceable.

3. **Term.** The covenants of the Physician as set forth or referred to herein shall be and remain in full force and effect for the periods established and set forth under Attachment III of the Agreement.
4. **Binding Effect.** This Joinder/Restrictive Covenant Agreement shall be binding on and shall inure to the benefit of the undersigned parties and their permitted successors and assigns.
5. **Miscellaneous Contractual Provisions.** As previously set forth, the "Miscellaneous Contractual Provisions" as set forth in Attachment VI of the Agreement shall apply in this Joinder/Restrictive Covenant Agreement, provided, however, that in the case of Paragraph (2)(h) of Attachment VI, notices shall be addressed as follows for the Physician:

[Physician's Name]

IN WITNESS WHEREOF, the Physician, the Practice and _____ have duly executed this Joinder/Restrictive Covenant Agreement effective as of the date first written above.

WITNESSES:

THE PHYSICIAN:

(Physician's Name)

WITNESSES:

WITNESSES:

THE PRACTICE:

Florida corporation

By: _____
Name: _____
Title: President

Florida corporation

By: _____
Print Name: _____
Print Title: _____

The undersigned, _____, a Florida corporation
(_____) Inc., a corporation ("AAMC") and
a corporation ("AMC"), effective as of January 30,
1997, agree as follows:

1. AAMC is a party to the Practice Management Agreement, effective January 30, 1997, by and between _____ and AMC (the "Practice Management Agreement") for the sole purpose of joining in the representation, warranty and covenant set forth in VIII.A.10. (the "Tenth Representation, Warranty and Covenant") of the Practice Management Agreement.
2. In the event the Tenth Representation, Warranty and Covenant becomes materially untrue or incorrect during the Term (as defined in the Practice Management Agreement) of the Practice Management Agreement, the undersigned agree _____ may terminate the Practice Management Agreement and pursue any and all remedies available in law or equity.

By: _____
Print Name: _____
Print Title: _____

By: _____
Print Name: _____
Print Title: President

By: _____
Print Name: _____
Print Title: President

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