DENTAL PRACTICE SALES CONSULTING AGREEMENT

DATE OF AGREEMENT: _________________________, 201__

I. PARTIES

A. ADS SOUTH, LLC as CONSULTANT and ________________________________
   as SELLER and owner of the DENTAL PRACTICE offered for sale located at

II. SERVICES

A. SELLER and CONSULTANT agree that CONSULTANT shall be engaged and
   paid for the sole purpose of providing a purchaser prospect which results in the sale of
   SELLER'S PRACTICE or soliciting an offer from a prospect which results in the sale of
   SELLER'S PRACTICE.

B. SELLER recognizes that CONSULTANT will function as a DISCLOSED
   TRANSACTIONAL AGENT in this transaction, and shall not serve in a fiduciary capacity to
   any party participating in the anticipated transaction.
III. TERM OF AGREEMENT

A. The TERM of this AGREEMENT shall begin on the above written date and shall continue until terminated by either party by giving ten days advance written notice. SELLER may cancel this AGREEMENT only after twelve months from the above date, except as provided below, and at anytime thereafter by giving ten days written notice to CONSULTANT. If written notice of cancellation is not received, this AGREEMENT shall continue until notice of termination is given or the PRACTICE is sold and all terms and conditions of this AGREEMENT are fulfilled. In contracting for this specified term, SELLER acknowledges that the sale of the PRACTICE will require sufficient time for CONSULTANT to perform the service of soliciting an offer, and that SELLER will enter into this AGREEMENT in good faith and is thus informed as to the realistic time period required to fulfill this service. Provided however should this AGREEMENT be signed prior to the receipt and approval by SELLER of the PRACTICE valuation provided by CONSULTANT. SELLER shall have the right to terminate this AGREEMENT within ten (10) days following the receipt by SELLER of such PRACTICE valuation.

B. In the event the PRACTICE is sold, leased, transferred, or in any way conveyed to any party within ninety days of withdrawal, then the withdrawal will be considered void and the SELLER will be obligated to pay CONSULTANT the commission as described in SECTION VI. CONSULTANT FEES AND COMMISSION.

C. In the event the PRACTICE is sold, leased, transferred, or in any way conveyed to any party contacted by CONSULTANT regarding SELLER within one year of withdrawal, then the withdrawal will be considered void and the SELLER will be obligated to pay CONSULTANT the commission as described in SECTION VI. CONSULTANT FEES AND COMMISSION.
IV. SELLER WARRANTIES

A. SELLER warrants to CONSULTANT:

1. All representations of the PRACTICE made in writing by SELLER or its representatives, including but not limited to any and all tax returns, financial statements, information provided in the CONSULTANT provided SELLER application, existing or pending litigation, liens, or judgments, equipment lists, and so on that have been furnished to CONSULTANT by SELLER are true to the best of SELLER'S knowledge;

2. SELLER agrees to indemnify and hold CONSULTANT harmless and defend from any and all loss, damage, suits and claims, including reasonable attorney's fees and costs of defense incurred by CONSULTANT due to any written misrepresentation made by SELLER to CONSULTANT or to the purchaser of the PRACTICE;

3. SELLER warrants that it has legal authority and capacity to convey the PRACTICE assets being transferred in this sale;

4. Unless agreed to in writing between SELLER and PURCHASER, any and all defects, liens, judgments, or encumbrances shall be cured, paid, or removed, replaced, or repaired by SELLER, and all assets, including leased dental equipment, copiers, telephones, and so forth, shall be transferred with a free and clear title to PURCHASER at the time of sale.

5. SELLER agrees to allow CONSULTANT to use the SELLER'S name when necessary or desirable to market the PRACTICE. SELLER will make the PRACTICE available to show during reasonable hours to prospective Purchasers.
6. **SELLER** agrees to immediately refer all inquiries to **CONSULTANT**. This **AGREEMENT** constitutes an exclusive listing between **SELLER** and **CONSULTANT**. **SELLER** shall be responsible to **CONSULTANT** for fees as described in **SECTION VI. CONSULTANT FEES AND COMMISSION** in the event of any sale of **SELLER'S PRACTICE**.

7. **SELLER** recognizes that **CONSULTANT** has not represented any information provided by **SELLER** as being inspected or warranted by anyone other than **SELLER**.

8. **SELLER** agrees to provide **CONSULTANT** with requested required personal and **PRACTICE** data and financial information in order for **CONSULTANT** to perform the services contracted for herein.

9. **SELLER** recognizes that **CONSULTANT** is not representing itself to be legal or tax counsel to **SELLER**, although information for consideration may be offered by **CONSULTANT** to **SELLER** and **SELLER'S representatives**. It is the responsibility of **SELLER** to determine through proper legal, tax, and accounting counsel, the advisability and legality of executing any proposed tax or sales structure.

**V. CONSULTANT SERVICES**

A. **CONSULTANT** agrees, in consideration of the fees described in **SECTION VI. CONSULTANT FEES AND COMMISSION**, to provide the following services for **SELLER**.

1. Provide consultation services for **SELLER** to determine whether or not **CONSULTANT** services are appropriate at the present time, and if so what alternatives may be most appropriate for **SELLER** to pursue;

2. Format and present financial, **PRACTICE**, and personal information required for the accurate evaluation of the professional **PRACTICE** under
consideration and to perform a valuation of the PRACTICE, in context of the strategy anticipated for the transaction; and

3. Advertise the availability of the PRACTICE in the CONSULTANT'S internet site, professional journals and/or trade publications of CONSULTANT'S choice if deemed necessary by CONSULTANT, and to prospect for, and to qualify candidates and to protect as much as possible the identity of the SELLER from unqualified candidates.

VI. CONSULTANT FEES AND COMMISSIONS

A. If SELLER should enter into this DENTAL PRACTICE SALES CONSULTING AGREEMENT at or before the time of delivery of the PRACTICE valuation, the fee for the PRACTICE valuation shall be $1,000.00. Should SELLER cancel this agreement prior to the sale of SELLER'S PRACTICE, SELLER shall pay the additional sum of $1,950.00 for the total cost of an appraisal for a non-listed general practice of $2,500.00 for a non-listed specialty practice.

B. In consideration for the services listed performed by CONSULTANT on behalf of SELLER, in SECTION II. SERVICES, SELLER agrees to pay CONSULTANT at the time of closing, in immediately available funds, a commission in the amount of the greater of:

1. TEN PERCENT (10%) of the total actual PRACTICE sale price; or
2. FIFTEEN THOUSAND AND 00/100 ($15,000.00) DOLLARS if the sale price is less than ONE HUNDRED THOUSAND AND 00/100 ($100,000.00) DOLLARS; or
3. TWENTY THOUSAND AND 00/100 ($20,000.00) DOLLARS if the sale price is between ONE HUNDRED THOUSAND AND 00/100 ($100,000.00) DOLLARS and TWO HUNDRED THOUSAND AND 00/100 ($200,000.00) DOLLARS.

The payment of these fees paid to CONSULTANT does not depend upon the collection of any amounts of moneys by SELLER at time of closing.
C. If any or all of the PRACTICE or assets, other than real estate, should be transferred from SELLER in the form of a lease or other conveyance, then SELLER shall pay CONSULTANT at the time of closing, in immediately available funds, a commission based on the total net present value of PRACTICE asset leases regardless of the amounts of moneys collected by SELLER. There is no commission due CONSULTANT as the result of any sale or lease of any real estate.

D. In the event SELLER should enter into an associateship relationship with any prospect furnished by CONSULTANT, SELLER shall pay CONSULTANT upon the first day that the associate practices in the PRACTICE a commission in the amount of SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($7,500.00).

E. In the event that SELLER should sign a purchase agreement for the sale of its PRACTICE and SELLER should subsequently decide to cancel this AGREEMENT, SELLER shall pay a breakage fee of the greater of FIVE PERCENT (5%) of the agreed upon selling price or TEN THOUSAND AND 00/100 ($10,000.00) DOLLARS.

VII. DEPOSITS

A. SELLER authorizes CONSULTANT to accept, receipt for, and hold all money paid as deposit on its PRACTICE. If such deposit is forfeited by the prospective PURCHASER, CONSULTANT shall distribute one-half of the deposit to SELLER and CONSULTANT shall be entitled to retain one-half of the deposit.

VIII. NO VERBAL AGREEMENTS

A. SELLER and CONSULTANT acknowledge that this AGREEMENT does not guarantee a sale and that there are no other agreements, promises or understandings either expressed or implied between them other than specifically set forth, herein, and that there can be
no alterations or changes to this AGREEMENT except in writing and signed by both CONSULTANT and SELLER. SELLER warrants there are no prior agreements on this PRACTICE, listing, sale or otherwise, that have not been terminated.

IX. LEGAL MATTERS

A. This is a legal contract binding on all parties hereto. If SELLER does not fully understand this AGREEMENT it should seek competent legal advice. In connection with any litigation arising out of the AGREEMENT, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

X. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

A. SELLER recognizes that any CONFIDENTIAL INFORMATION provided it by CONSULTANT or its representatives regarding purchaser prospects could, if disclosed, cause damage to the prospect and CONSULTANT.

B. CONFIDENTIAL INFORMATION shall include, but is not limited to, another person's intent to buy, associate, or terminate a PRACTICE or position, and any written or oral information, of any nature whatsoever, given by or about that person.

C. SELLER agrees that it will not divulge, communicate, or otherwise disclose any CONFIDENTIAL INFORMATION provided by any purchaser prospect, CONSULTANT, its representatives, or any other person conveying such information to SELLER regarding a purchaser prospect, to any other person, with the exception of its bona fide counsel. SELLER further agrees to ensure that any bona fide counsel having access to this material will maintain the confidentiality of the material as well.
XI. HIPAA COMPLIANCE

SELLER has the responsibility for safeguarding Protected Health Information (referred to as "PHI") of its patients. PHI includes all medical records and health information of an individual in any form including paper, electronic and oral.

CONSULTANT agrees to not use or disclose PHI other than as permitted or required by this AGREEMENT or as required by law. CONSULTANT agrees to use appropriate safeguards to prevent use or disclosure of the PHI beyond the terms of this AGREEMENT.

CONSULTANT agrees to report to SELLER any use or disclosure of the PHI not covered by this AGREEMENT of which the CONSULTANT becomes aware.

CONSULTANT agrees to make PHI and related records obtained from SELLER available to SELLER and the Department of Health and Human Services to determine SELLER'S compliance with the Privacy Rule.

SELLER shall only disclose the minimum amount of PHI necessary for CONSULTANT'S purposes.

Upon termination of this AGREEMENT, CONSULTANT shall return or destroy all PHI received from SELLER. CONSULTANT shall retain no copies of the PHI.

The rights and obligations of CONSULTANT of this AGREEMENT shall survive the termination of this AGREEMENT. Any ambiguity in this AGREEMENT shall be resolved to permit SELLER to comply with the Privacy Rule.
XII. OTHER PROVISIONS

A. Notice. All communications shall be sent to the respective parties at their addresses as set forth below or address as subsequently modified by written notice given in accordance with this Section:

If to CONSULTANT:
Earl M. Douglas, DDS, MBA
120 Istoria Drive
St. Augustine, FL 32095
Telephone:  770-664-1982
Fax: 678-965-1812
earl@adssouth.com

If to SELLER:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Telephone: __________________________
Fax: __________________________
Email: __________________________

B. Assignment. This AGREEMENT may not be assigned by either party.

C. Integration; Amendment, Waiver. This AGREEMENT supersedes all prior negotiations, agreements and understandings between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be altered or amended except in writing signed by the parties. The failure of any party at any time or times to require performance of any provision of this AGREEMENT will in no manner affect the right to enforce such provision, and no waiver by any party of any provision (or of a breach of any provision) of this AGREEMENT.
D. **Governing Law.** This **AGREEMENT** shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida.

E. **Severability.** If any provision of this **AGREEMENT** is deemed invalid or unenforceable, the remainder of this **AGREEMENT** shall not be affected by such invalidity or unenforceability.

F. **Counterparts.** This **AGREEMENT** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties acknowledge that delivery of executed copies of this **AGREEMENT** may be effected by facsimile, electronic mail or other comparable means, as well as by delivery of manually signed copies.

G. **Other provisions:** Notwithstanding any of the above, the following provisions shall prevail over any other term or provision that may conflict with the following. Write “NONE” on top line if there are no other provisions. Initial the end of each line where anything is added.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
XIII. RECEIPT OF COPY

A. By signing this AGREEMENT, SELLER agrees to the above written terms and conditions and acknowledges receipt of a copy of this AGREEMENT.

Please sign your name: ______________________________________________

Please print your name: ______________________________________________

SELLER

DATED __________________, 201__

Please write your corporate name:_____________________________________

By its President: please sign here:_____________________________________

SELLER

DATED __________________, 201__

ADS SOUTH, LLC

BY:_______________________

CONSULTANT

DATED __________________, 201__