

## CONTRACT FOR SERVICES

This contract is entered into between Halifax Health ("the Client"), PO Box 2830, 303 N. Clyde Morris Blvd., Daytona Beach, FL 32120, and Smith & Ballard, Inc. ("the Firm"), 403 East Park Avenue, Tallahassee, FL 32301.

### Recitals

Whereas, the Client wishes to retain the services of the Firm in order that the Firm may represent the Client's interests before the Florida Legislature and executive agencies; and

Whereas, the Firm wishes to provide such representation as the Client may from time to time require; and

Whereas, the parties have agreed to the terms under which the Firm will represent the Client and wish to memorialize their agreement in writing,

Now, therefore, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Term of Agreement. This agreement shall become effective on March 1, 2011 and shall remain effective until February 29, 2012. This agreement shall automatically renew for successive one-year periods on the anniversary of the effective date of the agreement unless either party terminates the agreement. Upon renewal this agreement may be terminated within thirty (30) days written notice by either party.

2. Duties of The Firm. It shall be the Firm's duty to advocate the interests of the Client before the Florida Legislature and executive agencies of Florida government. Included within the scope of the Firm's duties is the advocacy for passage or defeat of legislation that is relevant to the Client. It shall further be the Firm's duty to inform the Client of developments in legislation and policy relevant to the Client's operations.

3. Duties of The Client. It shall be the Client's duty to inform the Firm of its wishes with regard to legislative and executive advocacy and to provide the Firm the information necessary to best represent the Client in Florida. It shall also be the Client's duty to timely compensate the Firm for its services.

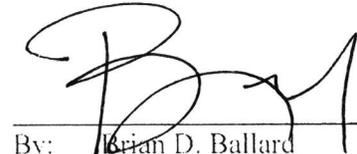
4. Compensation. The Firm shall receive from the Client \$180,000 for this agreement, plus the reasonable costs associated with the representation, including but not limited to, lobbyist registration fees, excluding costs typically associated with the operation of an office.

such as overhead, staff, and equipment. The fee shall be paid in 12 equal installments of \$15,000 a month, beginning March 1, 2011 and continuing to be due on the first of each month until the termination of the agreement. The firm will bill costs monthly.

**HALIFAX HEALTH**

**SMITH & BALLARD, INC.**

  
\_\_\_\_\_  
By: Jeff Feasel  
Title: President & CEO

  
\_\_\_\_\_  
By: Brian D. Ballard  
Title: Managing Partner

Date: 3/1/11

Date: 3/1/11