

EXHIBIT B

MANAGEMENT SERVICES AGREEMENT

Thornton, Colorado

THIS MANAGEMENT SERVICES AGREEMENT ("Agreement") is made effective the 1st day of January, 2003, by and between Children's Dental Clinic of Thornton, P.C. ("Company") and FORBA LLC, a Colorado limited liability company ("FORBA").

RECITALS

A. Company owns and operates a dental clinic located at 550 E. Thornton Parkway, Suite 240A, Thornton, Colorado 80229 (the "Clinic").

B. FORBA has acquired certain know-how, expertise and experience related to the management and operation of dental clinics of the same type as that of the Clinic.

C. Company desires to engage FORBA to provide, or arrange for the provision of, management services in connection with the business and operation of the Clinic, and FORBA desires and is willing to accept such engagement, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and FORBA agree as follows:

ARTICLE I ENGAGEMENT

Section 1.01. General. Subject to the terms of this Agreement, Company hereby engages FORBA and grants FORBA, upon the terms and conditions hereinafter set forth, but subject at all times to the ultimate authority and direction of the Company, on an exclusive basis to supervise, manage, and operate Company's business (the "Business"), or arrange for the provision of the Services described in Article II herein during the term of this Agreement, subject to the limitations set forth in Section 1.04. FORBA accepts such engagement for and in consideration of the compensation hereinafter set forth, and agrees to provide, or arrange for the provision of, the Services pursuant to the terms of this Agreement. Nothing contained herein shall restrict FORBA from providing services to third parties of the type similar to the Services; provided however, that such provision of services do not interfere with the Services provided to Company hereunder.

Section 1.02. Independent Parties. The legal relationship of FORBA and Company is that of provider and purchaser, respectively, of services. None of the provisions of this Agreement are intended to, nor shall be deemed or construed to, create any relationship between the parties to this Agreement other than that of independent contractors for purpose of implementing the provisions of this Agreement. Company and

FORBA each agree that it will not represent to any third party that the relationship between Company and FORBA is anything other than that of independent contractors.

Section 1.03. Authority. Company and FORBA each represent and warrant to the other party that it has the requisite corporate power and authority to execute, deliver and perform this Agreement and that the same have been authorized by all necessary corporate action on their respective parts.

Section 1.04. Limitations. Throughout the Term of this Agreement, FORBA shall be vested, to the fullest extent permitted by applicable law and subject to the terms of this Agreement, with full authority over the business, policies, operations, and assets of the Business, provided, however, that by entering into this Agreement, Company does not delegate to FORBA (and Company specifically retains) the power, duties, and ultimate responsibilities vested in Company as licensee of all or any part of the Business, and, during the Term of this Agreement, Company is and will remain the responsible licensee of such applicable part of the Business and, as such, shall be fully liable and legally accountable at all times to all patients, governmental agencies, and others for patient care, and for all other clinical aspects of the operation and maintenance of the Business. Therefore, it is expressly acknowledged that FORBA shall not have the authority to manage, direct, perform, supervise or oversee any matters constituting the professional practice of dentistry. FORBA shall not manage, supervise, direct or interfere with the independent judgment of members of the Clinic's dental staff in the performance of their professional duties on behalf of the Company. Nothing in this Agreement or in the actual operation of the Clinic shall be construed as limiting a dental professional's independent judgment exercised for or on behalf of a patient of the Clinic.

ARTICLE II MANAGEMENT SERVICES

Subject to applicable law and the terms of this Agreement and without limiting the generality of Article I, FORBA shall provide, or arrange for the provision of, the following management services in connection with the business and operation of the Clinic (the "Services"):

Section 2.01. Personnel.

(i) On behalf of Company, FORBA or an Agent of FORBA shall recruit, employ, engage, lease, hire, train, promote, direct, supervise and terminate the employment or lease of such non-dentist personnel (or arrange for the same through an employee leasing arrangement or as independent contractors) as FORBA determines is appropriate for the operation of the Clinic (collectively, the "Non-Dentist Personnel"), including without limitation an administrator for the Clinic. FORBA shall determine the eligibility requirements and the salary, wage, bonus, and other compensation levels, the personnel policies and employee benefits, and shall develop performance standards for, the Clinic's Non-Dentist Personnel. FORBA shall use its reasonable discretion when making such determinations.

(ii) FORBA, in its sole discretion, shall determine, from time to time, whether any or all of the Non-Dentist Personnel will be employees of or leased by FORBA, an Affiliate of FORBA ("Affiliate"), or Company, but in any event, all salaries, wages, bonuses, benefits, taxes and all other compensation and direct costs attributable to Non-Dentist Personnel of the Clinic shall be the responsibility of and for the account of Company. Without limiting the generality of the foregoing, the direct costs attributable to the Non-Dentist Personnel shall include but not be limited to the employer's contribution of FICA, unemployment compensation, and other employment taxes, retirement and profit sharing plan contributions, group life, accident, and health insurance premiums, disability, and other employee benefits and the costs of obtaining appropriate malpractice and/or errors and omissions insurance, in each case to the extent determined by FORBA.

(iii) Staffing schedules for the Clinic will be determined by FORBA. Certain of the Non-Dentist Personnel of the Clinic, as chosen by FORBA in its reasonable discretion, shall attend continuing education and other employee programs offered by FORBA or its Affiliates, and all costs and expenses related thereto, including but not limited to, travel, room and board, and tuition, shall be included as an operating cost of the Clinic.

(iv) FORBA shall not supervise or have any responsibility or liability with respect to the actions or omissions of any dentists attending or having privileges at the Clinic; it being understood that all of such dentists shall be under the supervision of the medical director for the Clinic (the "Medical Director"). The Medical Director for the Clinic shall be selected by Company.

Section 2.02. Operational Policies; Quality Control. FORBA shall establish all operational policies and procedures reasonably necessary for establishing the appropriate standards of patient care at the Clinic. FORBA shall maintain and update, as reasonably required, quality control programs for the Clinic, including written procedures for handling patient complaints. Said procedures shall meet the legal requirements of state and federal statutes and regulations applicable to the Clinic.

Section 2.03. Acquisition of Assets for the Business; Computer and Information Technology Systems. FORBA, on Company's behalf, shall select and purchase, lease, license or otherwise acquire or arrange for the use of all assets necessary to operate the Business, including, without limitation, real property, medical, computer and other equipment, motor vehicles, software, supplies, drugs, inventory, utilities and other materials and items, in such quantities and at such times as FORBA shall determine to be adequate or appropriate to operate the Business. FORBA may acquire or lease any of such assets in its own name or in the name of any of its Affiliates or in the name of Company. FORBA may also arrange for improvements to be made to the Clinic, on Company's behalf, if FORBA determines such improvements to be reasonably necessary to maintain or upgrade quality, or to replace obsolete or run-down equipment. All of the costs and expenses related or incident to FORBA's obligations under this section shall be the responsibility of and shall be for the account of Company, regardless of whether

FORBA provides such assets or procures such assets on Company's behalf. If FORBA purchases (whether in its own name, in the name of any of its Affiliates, or in the name of Company) pharmaceuticals, supplies or other assets on behalf of Company, Company shall be responsible for the payment (either directly to the vendor, or to FORBA or its Affiliates if purchased by any of them on behalf of Company) of the invoice price for such assets without mark-up or additional costs imposed by FORBA or its Affiliates, but Company's entitlement to any company-wide discounts or rebates received by FORBA in connection with such purchases shall be based solely upon a volume based allocation methodology on a product by product basis adopted by FORBA in good faith to determine the appropriate amount to be allocated to Company. FORBA makes no representation or warranty, express or implied, as to the condition of any assets purchased or otherwise acquired by it on behalf of Company from any person or entity that is not an Affiliate of FORBA, and FORBA shall not be liable for any defects in any of such items.

2.04. Repairs; Capital Improvements. FORBA shall make or install, or cause to be installed, at Company's expense and in the name of Company, any proper repairs, replacements, additions, and improvements in and to the Clinic and the furnishings and equipment thereof as FORBA, in its reasonable judgment, shall deem necessary in order to keep and maintain the same in good repair, working order and condition, and outfitted and equipped for the proper operation thereof in accordance with industry standards and comparable to those prevailing in other similar facilities, and all applicable state or local rules, regulations, or ordinances.

2.05. Bookkeeping, Accounting and Taxes.

(i) FORBA shall perform bookkeeping and accounting procedures for the Business, and shall maintain financial records for the Business in accordance with reasonable industry standards. FORBA shall prepare and provide to Company with respect to the Business reasonably detailed operating statements (including balance sheets, cash flow analyses and number of treatments) on a monthly basis as soon as reasonably practicable, but in no event greater than forty-five (45) days from the last day of each calendar month and on an annual basis within ninety (90) days from the last day of each calendar year. Financial data set forth in the operating statements shall be reported on a tax basis (cash basis). FORBA shall not be responsible for preparing financials relating to any operations other than the Business. FORBA may, in its discretion, maintain any or all of the books and records relating to the Business at the Clinic or at any other location, provided that Company shall have access to such books and records as set forth below in Article III.

(ii) FORBA shall, on Company's behalf, prepare (for signature by Company) and file all necessary local, state and federal income tax returns and all necessary business tax returns, including but not limited to sales, use and personal property tax returns relating to the Business. All amounts payable with respect to any of such taxes shall be the responsibility of and shall be for the account of Company. Company shall assist FORBA at FORBA's request with the preparation of said returns.

(iii) FORBA shall, directly or through an Affiliate, provide the data processing required to maintain the financial, payroll, and accounting records of the Business.

2.06. Billing, Collection, and Cost Report Matters. FORBA shall perform billing and collection functions on behalf of Company with respect to the operation of the Business, including with respect to private pay patients and reimbursement from third party payors. All out-of-pocket costs and expenses relating to the billing and collection services, including without limitation, any fees or expenses payable to collection agencies, shall be for the account of Company. FORBA shall provide assistance to Company in the preparation (for Company's signature) and filing of all costs reports, exception requests and other reports and data necessary for obtaining appropriate reimbursement for the items and services provided by the Business under the Medicare and applicable Medicaid programs and any other third party payor programs in which the Clinic participates. Company shall direct all third party payors to provide FORBA with copies of all remittance advices in electronic format or in such other format as shall be mutually agreeable to FORBA and Company. FORBA shall, on behalf of Company, negotiate contracts with third party payors, including the fee and payment schedules and discounts. FORBA will use reasonable efforts to include the Clinic as a participating provider in third party payor contracts to which FORBA or its Affiliates are parties to the extent that such contracts cover the region in which the Clinic is located and permit inclusion of the Clinic. FORBA shall also provide assistance to Company and its advisors in connection with any Medicare, Medicaid or other reimbursement-related audits of the Business.

Section 2.07. Insurance. FORBA shall maintain on behalf of Company and at Company's expense at all times during the Term of this Agreement, insurance in such amounts and coverage, on such terms and conditions and from such carriers as FORBA shall determine to be consistent with required coverage; provided, however, that all such insurance carriers and coverage limits shall be subject to the prior approval of Company, which approval shall not be unreasonably withheld or delayed. All premiums, deductibles, retentions and co-insurance shall be the responsibility of and for the account of Company.

Section 2.08. Contracts. FORBA may enter into, or modify, supplement, amend, or terminate, or grant waivers or releases of obligations under, such contracts, leases, licenses, instruments and other agreements ("Contracts"), in the name of and at the expense of Company, as may be deemed necessary or advisable for the furnishing of all professional, consulting, and staffing services, concessions, drugs, supplies, utilities, equipment or other property maintenance, insurance and other products, goods, and services as may be necessary or appropriate from time to time for the maintenance and operation of the Business, or as may otherwise be necessary or appropriate to carry out FORBA's obligations under this Agreement, provided, however, that any Contract with a term in excess of three (3) years or involving an expenditure in excess of One Hundred Thousand Dollars (\$100,000) shall be subject to the prior approval of Company, which approval shall not be unreasonably withheld or delayed. FORBA is hereby expressly

authorized, as Company's agent, to execute and deliver any of such Contracts in the name of and on behalf of Company, and presentation of a copy of this Agreement shall constitute conclusive evidence of such agency. FORBA is expressly authorized to contract, in the name and on behalf of Company, for the provision by FORBA or its Affiliates of any services to be provided to the Business. Notwithstanding the foregoing, without the prior written approval of Company, FORBA may not, in the name or on behalf of Company, enter into any leases of real property, any loan agreements, or any material Contract that does not relate to the operation or maintenance of the Business; provided, however, FORBA may, in the name and on behalf of Company, modify, supplement, amend, or terminate, or grant waivers or releases of obligations under, any of such Contracts if the same will not materially affect Company or the Business.

Section 2.09. Licenses, Permits and Provider Numbers. FORBA shall apply for and use its reasonable efforts to obtain and maintain in the name and at the expense of Company all licenses, permits, and Medicare and applicable Medicaid provider numbers required or appropriate in connection with the operation of the Business. Company shall cooperate with FORBA in applying for, obtaining, and maintaining such licenses, permits and provider numbers. Without limiting the generality of the foregoing, Company shall promptly execute and deliver any certificates, applications, and other documents necessary, appropriate or otherwise reasonably requested by FORBA in connection with the foregoing. It is expressly understood that FORBA shall have no liability to Company if any such license, permit or provider number is not obtained or is not obtained as promptly as desired.

Section 2.10. Governmental Regulation.

(i) FORBA shall use its reasonable efforts to take such action as shall be reasonably necessary to ensure that the Clinic and the management thereof by FORBA complies with all federal, state and local laws, regulations and ordinances applicable to the Clinic or the Business or the management thereof by FORBA.

(ii) FORBA, on behalf of Company, may, in its name or in the name of Company, but in any event at the expense of Company, appeal or contest any action taken by any governmental agency or authority against the Clinic or the Business, including, without limitation any overpayment claims, or contest by legal proceedings the validity of any statute, ordinance, law, regulation or order adverse to the Clinic or the Business; provided, however, that if FORBA pursues any such appeal or contest, or asserts any such legal proceeding, Company shall adequately secure and protect FORBA from all loss, cost, damage or expense by bond or other means satisfactory to FORBA unless such action taken by any government agency or authority against the Clinic or the Business could result in a loss, cost, damage, or expense as to which FORBA must indemnify Company under this Agreement, as determined by FORBA. FORBA shall promptly notify Company and its members, partners, or shareholders, as applicable, if FORBA contests any action taken by any governmental agency or authority against the Clinic, and Company shall have the right to directly participate in any such action if Company so desires.

Section 2.11. Legal Actions. FORBA may institute or defend or appeal or mediate or arbitrate, in its own name or in the name of Company, but in any event at the expense of Company, any and all legal actions or proceedings with individuals, entities or governmental agencies or authorities relating to the operation of the Business, including, without limitation, to collect charges, or other sums due to Company in connection with the Business, or lawfully cancel, modify, or terminate any Contract for the breach thereof or default thereunder by the other party or parties thereto. FORBA shall promptly notify Company (and its members) of all material legal actions filed by or against Company in connection with the Business, and Company shall have the right to directly participate in any such legal action if Company so desires.

Section 2.12. Annual Budgets. No later than thirty (30) days prior to the end of each calendar year, FORBA will prepare and deliver to Company (and each member of Company) a proposed operating and capital budget for the next year which will set forth in reasonable detail the cost of all goods, services and capital items by line item expected to be incurred in connection with the operation of the Clinic. As soon as practicable after any proposed budget is delivered to Company, but no later than thirty (30) days after receipt by Company, Company will provide FORBA with its comments regarding the proposed budget. A failure to respond within such thirty (30) day period will constitute a waiver of Company's right to comment regarding such budget and will constitute Company's acceptance of such budget for the year in question, subject to amendment from time to time as provided in this Agreement. No later than thirty (30) days after receipt of Company's comments regarding the budget, FORBA will reasonably respond to such comments. FORBA and Company will use their reasonable best efforts to resolve any questions with respect to revisions to the proposed budget and to agree upon a budget for the year in question prior to the beginning of the year to which such budget relates. If the budget is not approved by Company, then FORBA will continue to manage, maintain, supervise and direct the Clinic in a manner consistent with the prior year's budget, plus a consumer price index adjustment, and plus any adjustments to cover material changes in market labor rates. If any material change of circumstance occurs during any year that FORBA reasonably believes makes it necessary to increase in any material respect any line items in the budget for such year, FORBA will prepare a proposed amended budget and will deliver it to Company, at which time the procedures applicable to the approval of a budget described above will apply (as if such proposed amended budget were for the entire year). Company hereby acknowledges that each budget sets forth the proposed operating targets and capital needs based on assumptions both parties deem reasonable.

Section 2.13. Other Acts and Expenditures. If and to the extent FORBA determines that it may be applicable to and beneficial to the Business, FORBA shall endeavor to provide the Business with substantially the same management services and techniques that FORBA and its Affiliates employ in operating other dental clinics managed by them. In connection therewith, FORBA shall have the authority to take any and all such actions, on behalf of Company and at Company's expense, necessary or appropriate to accomplish any such endeavor.

**ARTICLE III
RIGHT AND RESPONSIBILITIES OF COMPANY**

Without limiting the generality of Article I, Company shall have the following duties, responsibilities and authority:

Section 3.01. Right of Inspection. Company shall have the right to enter the Clinic during business hours upon reasonable advance notice to FORBA, for the purpose of examining or inspecting same or examining or making copies of books and records relating to the Business, but the same shall be done with as little disruption to the Business as possible. However, the books and records relating to the Business shall not be removed by Company from the Clinic without the express written consent of FORBA. Company acknowledges that some books and records may be maintained at FORBA's principal place of business or elsewhere, and FORBA acknowledges that Company shall have the right upon reasonable advance notice to FORBA, to examine and inspect such books and records, or make copies of such books and records, during reasonable business hours.

Section 3.02. Designated Liaison Person. Company shall direct all inquiries regarding operations, procedures, policies, employee relations, patient care, and all other matters concerning the Business to such person as FORBA may from time to time designate.

Section 3.03. Cooperation with FORBA. Company will fully cooperate with FORBA in operating and supervising the operations of the Business.

Section 3.04. Access to Required Capital. Company shall provide FORBA with access to such amount of capital as may be required from time to time for the operation of the Business on a sound financial basis as determined by FORBA in its reasonable judgment, including, without limitation, amounts required to pay for capital improvements in accordance with Section 2.04 above, and to pay the Management Fee (as the term is defined in Section 3.07 below), any other amounts due to FORBA under this Agreement, and all other amounts payable by Company in accordance with this Agreement. If additional capital is required, FORBA shall notify Company thereof in writing, and Company shall provide FORBA with such increase in working capital within thirty (30) days thereafter. If Company fails to provide such additional working capital, FORBA may, in its sole and absolute discretion, but is not obligated to, provide the same as an advance to Company in accordance with Section 3.06 below.

Section 3.05. Sweep Account and Operating Account.

(i) Company shall open and maintain a bank account (the "Sweep Account") at a bank or other suitable financial institution (the "Depository") to be mutually agreed to by the parties. Dan E. DeRose and Edward J. DeRose shall be the sole signatories on the Sweep Account, as agents for the Company. Company and FORBA shall cause all amounts received by or on behalf of Company in connection with

the operation, maintenance, or ownership of the Business (the "Collections") to be deposited in the Sweep Account; provided, however, if and to the extent permitted by applicable law, at the request of FORBA, the Collections, or any part thereof, shall be deposited into a separate account established and exclusively controlled by FORBA at the Depository (the "Operating Account"). Company shall provide disposition instructions to the Depository to transfer, at the end of each business day during the Term of this Agreement, all amounts in the Sweep Account into the Operating Account. Except for the transfers to the Operating Account, Company shall not remove, disburse, transfer, use, pledge, hypothecate, grant a lien on or security interest in, or otherwise encumber any funds in the Sweep Account during the Term of this Agreement. Company shall execute such documents as the Depository or FORBA may reasonably require, including without limitation, a limited power of attorney, to permit the Depository to receive the Collections, endorse any checks, drafts, notes, money orders, cash, insurance payments, and other instruments relating to such Collections, deposit the Collections into the Sweep Account, and to transfer the Collections each day from the Sweep Account into the Operating Account. Company shall be responsible for all fees, costs and expenses incurred in connection with establishing and maintaining the Sweep Account and the Operating Account.

(ii) FORBA is hereby authorized to make payment to itself and its Affiliates of any amounts due to it or any of them by Company under this Agreement or otherwise, including, without limitation, the Management Fee, reimbursement of expenses and repayment of any advances, and Company acknowledges that any amounts due to FORBA under this Agreement, including without limitation, any Management Fee and the Acute Contract Fee, shall be of the same priority as, and shall not be subordinate to the payment of, any amount due to any other creditor of Company.

(iii) Within thirty (30) days after the end of each calendar month during the Term of this Agreement, FORBA shall transfer any funds in the Operating Account that remain after setting aside the amount of capital to which FORBA is to have access in accordance with Section 3.04 above, to such account as Company may from time to time designate.

Section 3.06. Reimbursement of Expenses; Advances by FORBA.

(i) Except as otherwise expressly provided in this Agreement, Company shall be solely, fully and individually financially responsible for all liabilities arising out of the ownership, operation or maintenance of the Business (including, without limitation, the Management Fee and any other amounts due to FORBA or any of its Affiliates in connection with this Agreement). Company shall, on demand, reimburse FORBA for all costs, expenses and liabilities paid or satisfied by FORBA in connection with its performance of its obligations under this Agreement.

(ii) If Company fails to satisfy its obligations under Section 3.04 above at any time, FORBA may, in its sole and absolute discretion (it being understood that FORBA shall in no event be obligated to), advance to, or make payments on behalf of

Company all or any portion of the funds necessary to operate the Business, in which case FORBA shall be entitled to interest on such amount at the prime rate (as announced by FORBA's principal lending bank on the last day of the calendar month in which said payment is made), plus two percent (2%) per annum on the outstanding balance of funds owed to FORBA as a result of making such advances. If FORBA decides to advance funds to Company, FORBA shall first promptly notify Company that FORBA will be advancing funds to Company. Company shall repay any such advance on demand. Company (or its members) may prepay in whole or part any such advances without penalty or premium of any kind.

Section 3.07 Management Fee.

(i) As consideration for the services rendered by FORBA each calendar month during the Term of this Agreement in connection with the Clinic, Company shall pay to FORBA a fee (the "Management Fee") equal to the greater of (i) forty percent (40%) of the Gross Revenues of the Clinic or (ii) One Hundred Seventy-Five Thousand Dollars (\$175,000) per month, or (iii) one hundred percent (100%) of the Residual (the "Residual Method") during such calendar month but not less than One Hundred Fifty-Eight Thousand Four Hundred Dollars (\$158,400) annually during the term of this Agreement.

(ii) For each such calendar month, "Residual Method" shall be defined as gross revenues and income of any kind derived, directly or indirectly, from the Business during such calendar month, based on the net amount actually collected after taking into account all refunds, allowances, and discounts, less Company operating expenses, including depreciation, amortization, and interest, as determined on the cash method of accounting.

(iii) Payment of the Management Fee for each calendar month shall be made by the tenth (10th) business day of the following calendar month. FORBA is expressly authorized to make such payment to itself on behalf of the Company out of the Operating Account.

ARTICLE IV EMPLOYEE ISSUES

Section 4.01. Employees of the Company.

(i) Company agrees that Company shall be solely responsible for the wages, benefits, employment taxes, unemployment taxes, workers compensation insurance and benefits, and any and all other costs or liabilities associated with or arising out of the employment of Company employees, and in no event shall FORBA have any responsibility or liability with respect to such matters. Company further agrees that it shall be solely responsible for supervising the compliance of Company employees with any and all internal policies and applicable regulations or laws (whether statutory, common law or otherwise), and in no event shall FORBA have any responsibility or

liability with respect to such matters. To the extent that any individual or entity seeks to hold FORBA, or any shareholder, director, officer, employee or agent of FORBA (all such parties hereinafter referred to collectively as the "FORBA Parties") in any way responsible or liable for any of the foregoing items provided in this Section 4.01(i) for which Company is solely responsible, Company agrees to indemnify and hold harmless the FORBA Parties pursuant to Section 6.02 below.

(ii) Company shall comply with all ethical standards, laws and regulations applying to the dental profession. Company shall ensure that all Company employees who are dentists and providing services at the Clinic in such capacity:

- (a) hold an unrestricted license to practice dentistry in the State of Colorado;
- (b) hold an unrestricted prescription writing authority from the Federal Drug Enforcement Agency ("DEA") in the form of an active DEA number;
- (c) hold and maintain an unrestricted Colorado Medicaid provider number; and
- (d) be in good standing with the Colorado State Board of Dental Examiners.

Section 4.02. Employees of FORBA.

(i) FORBA agrees that it shall be solely responsible for the wages, benefits, employment taxes, unemployment taxes, workers compensation insurance and benefits, and any all other costs or liabilities associated with or arising out of the employment of FORBA employees, and in no event shall Company have any responsibility or liability with respect to such matters. FORBA further agrees that it shall be solely responsible for supervising the compliance of FORBA employees with any and all applicable regulations or laws (whether statutory, common law or otherwise), and in no event shall Company have any responsibility or liability with respect to such matters. To the extent that any individual or entity seeks to hold Company, its shareholders, officers, directors, employees or agents (all such parties hereinafter referred to collectively to as the "Company Parties") in any way responsible or liable for any of the foregoing items, FORBA agrees to indemnify and hold harmless the Company Parties pursuant to Section 6.01 below.

(ii) FORBA shall not provide to Company the services of any dentists, dental assistants, extender employees, technicians or similar employees to provide clinical services at the Clinic, and FORBA shall not have any responsibility to pay compensation, loan funds, or otherwise compensate any such individuals employed by Company.

ARTICLE V
PROPERTY RIGHTS AND CONFIDENTIALITY

Section 5.01. Management Information. In recognition of the confidential and proprietary nature of the information and materials which will be provided to Company by FORBA, including without limitations, the methods, protocols, manuals, software and related materials provided by FORBA to or for the benefit of Company and Clinic (collectively, the "Management Information"), Company agrees to retain in confidence, and to require the other Company Parties to retain in confidence, all Management Information, and further agrees that it will not disclose to any third party, or permit the use or disclosure to any third party of any Management Information obtained from or revealed by FORBA in the provision of the Services herein, except that Company may disclose the information to those of the other Company Parties who need the information for the proper performance of their assigned duties with respect to the operation of the Clinic. In making such information available to the other Company Parties, Company shall take reasonable precautions to ensure that all Management Information is used only as permitted by this Agreement and authorized by FORBA. All Management Information shall remain the sole and exclusive property of FORBA, except as stated in Section 2.03(ii). Immediately after termination of this Agreement, Company shall return to FORBA all Management Information in the possession of Company, and not retain any copies thereof.

Notwithstanding anything to the contrary in the foregoing provisions, the Management Information may be disclosed (i) if required by any regulatory authorities or governmental agencies; (ii) if required by court order or decree or in the opinion of the Company's counsel, applicable law; (iii) if the Management Information is obtainable from public or published information; or (iv) if required to establish or defend a claim against or by disclosing party. If Company or any Company Parties shall be required to make disclosure of any Management Information pursuant to (i) or (ii) above, such disclosing party shall give FORBA prior notice of the making of such disclosure and shall use all reasonable efforts to afford FORBA an opportunity to contest the making of such disclosure.

Section 5.02. Clinic Records. All business and medical records and information relating to the provision of dental services by Company at or in connection with the Clinic and payment for such services including, but not limited to, books of accounts, general administrative records, patient medical records, and all information generated and/or contained in management information systems owned by Company and all systems, manuals, computer software and other materials not provided by FORBA (collectively, the "Clinic Records") shall be and remain the sole and exclusive property of Company. FORBA acknowledges that the Clinic Records and all other information regarding the Clinic that is competitively sensitive are the property of Company and Company would be damaged if such information were revealed to a third party. Accordingly, FORBA agrees to keep strictly confidential and not disclose to any third party Clinic Records. Immediately after termination of this Agreement, FORBA shall

return to Company all Clinic Records in the possession of Company, and not retain any copies thereof.

Notwithstanding anything to the contrary in the foregoing provisions, the Clinic Records may be disclosed (i) if required by any regulatory authorities or governmental agencies; (ii) if required by court order or decree or in the opinion of the Company's counsel, applicable law; or (iii) if the Clinic Records are obtainable from public or published information. If FORBA or any FORBA Parties shall be required to make disclosure of any Clinic Records pursuant to (i) or (ii) above, such disclosing party shall give Company prior notice of the making of such disclosure and shall use all reasonable efforts to afford Company an opportunity to contest the making of such disclosure.

Section 5.03. Equitable and Legal Remedies. In the event Company or FORBA breaches any provision of this Article V, the other party shall be entitled to seek and obtain immediate and permanent injunctive and other relief including, but not limited to, temporary restraining orders and/or preliminary injunctive relief to restrain or enjoin any such breach. These remedies are in addition to all other legal relief for damages available to Company and FORBA, including, without limitation, court costs, attorneys' fees and expenses of pursuing available remedies.

Section 5.04. Survival. The terms of this Article V shall survive termination of this Agreement.

ARTICLE VI INDEMNIFICATION

Section 6.01. Indemnification by FORBA. FORBA shall indemnify, defend and hold harmless the Company Parties from and against any and all loss, damage, claim, obligation, liability, cost and expense (including, without limitation, reasonable attorneys' fees and costs and expenses incurred in investigating, preparing, defending against or prosecuting any litigation, claim, proceeding or demand), of any kind or character (a "Loss"), arising out of or in connection with any of the following:

- (a) any intentional or negligent act or intentional or negligent omission of FORBA or any of the FORBA Parties;
- (b) the matters defined as FORBA's responsibilities as provided in Section 4.02 hereof; or
- (c) FORBA's breach of any material provision of this Agreement.

Section 6.02. Indemnification by Company. Company shall indemnify, defend and hold harmless the FORBA Parties from and against any Loss arising out of or in connection with any of the following:

- (a) any intentional or negligent act or intentional or negligent omission of Company or the Company Parties; or
- (b) the matters defined as Company's responsibilities as provided in Section 4.01 hereof; or
- (c) Company's breach of any material provision of this Agreement, including but not limited to, any failure to pay any amount due FORBA hereunder; or
- (d) FORBA acting within the scope of authority granted to it under the terms and conditions of this Agreement.

Section 6.03. Notice of Claim. Any party seeking to be indemnified hereunder (the "Indemnified Party") shall notify, within ten (10) business days of incurring any Loss or receiving any threat of a Loss, the party from whom indemnity is sought (the "Indemnity Obligor") in writing of any claim for recovery, specifying in reasonable detail the nature of the Loss. The Indemnified Party shall provide to the Indemnity Obligor as promptly as practicable thereafter all information and documentation reasonably requested by the Indemnity Obligor to verify the claim asserted.

Section 6.04. Defense. If the facts pertaining to a Loss arise out of the claim of any third party, or if there is any claim against a third party available of the circumstances of the Loss, the Indemnity Obligor may, by giving written notice to the Indemnified Party within fifteen (15) days following its receipt of the notice of such claim, elect to assume the defense or the prosecution of such claim, including the employment of counsel or accountants at its cost and expense. The Indemnified Party shall have the right to employ counsel separate from counsel employed by the Indemnity Obligor in any such action and to participate in such action, but the fees and expenses of such counsel shall be at the Indemnified Party's own expense. Whether or not the Indemnity Obligor chooses so to defend or prosecute such claim all the parties to this Agreement shall cooperate in the defense or prosecution of such claim and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith.

Section 6.05. Time for Claims. Any claim asserted must be submitted to the Indemnity Obligor in writing, or invoked in official proceedings, not later than three (3) years following the expiration of the term of this Agreement; provided, that claims for Losses associated with the rendition of dental care (or failure to provide such care) shall survive until thirty (30) days past the lapse of all applicable periods of limitation or repose.

Section 6.06. Limitation. Except to the extent included in a claim by a third party, Loss shall not include, and no Indemnify Obligor shall have any liability hereunder or pursuant to any other theory or claim for, an Indemnified Party's consequential, incidental, special, indirect, cover or exemplary damages or lost sales or lost profits.

Section 6.07. Survival. The terms of this Article VI shall survive termination of this Agreement.

ARTICLE VII MANAGING ADDITIONAL CLINICS

During the Term of this Agreement, if Company decides to construct, establish or purchase any additional Clinic (each, an "Additional Clinic"), then Company shall first provide FORBA with written notice that Company is constructing or acquiring an Additional Clinic. FORBA shall have both the exclusive right and the obligation to manage each Additional Clinic pursuant to a separate agreement that is substantially similar to the same terms and conditions set forth in this Agreement

ARTICLE VIII TERM/TERMINATION

Section 8.01. Term. The term of this Agreement shall commence on **January 1, 2003**, and shall continue in perpetuity until terminated as permitted in accordance with Section 8.02 hereof. Any provision of this Agreement, which by its terms so provides shall survive the termination of this Agreement.

Section 8.02. Termination. This Agreement may be terminated only as follows:

- (a) By the mutual written agreement of Company and FORBA;
- (b) By either Company or FORBA in the event the other party makes an assignment for the benefit of creditors or files any petition for reorganization or voluntary bankruptcy, or is adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency is appointed; or
- (c) Immediately by either Company or FORBA in the event of the other party's material breach of any term of this Agreement; provided however, that the terminating party shall have notified the other party in writing of the alleged breach and such other party shall have failed to cure such breach within (30) days of receiving such written notice. Notwithstanding the immediately preceding sentence, FORBA shall also have the right to terminate the Agreement immediately if Company breaches the terms of Section 3.07 and fails to cure such breach within five (5) days of receiving written notice from FORBA of such breach.

ARTICLE IX MISCELLANEOUS

Section 9.01. Notices. All notices, demands and other communications made hereunder shall be in writing and shall be given either by personal delivery, by nationally recognized overnight courier (with charges prepaid), and shall be deemed to have been

given or made when personally delivered, the day following the date deposited with such overnight courier service or when transmitted to facsimile machine and confirmed by telephone, addressed to the respective party at its principal place of business.

Section 9.02. Referral Prohibition. FORBA shall not, directly or indirectly, refer, or arrange for the referral of, patients to the Clinic during the term of this Agreement.

Section 9.03. Modification. This Agreement may not be modified or terminated orally, and no modification, termination or attempted waiver shall be valid unless in writing signed by the authorized representative of the party against whom the same is sought to be enforced.

Section 9.04. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions hereof that can be given effect without the invalid or unenforceable provision, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement has been executed without such invalid or unenforceable provision.

Section 9.05. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Section 9.06. Assignment. Neither this Agreement nor any interest herein may be assigned in whole or in part, by either party, without obtaining the prior written consent of the other party.

Section 9.07. Headings. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of this Agreement and shall not in any way affect the meaning or interpretation of this Agreement.

Section 9.08. Recitals. The recitals set forth at the beginning of this Agreement are incorporated by reference in, and made part of, this Agreement.

Section 9.09. Requirements for Records Access. FORBA agrees that it shall make available, upon written request of the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, this Agreement and any books, documents or records of FORBA as are necessary to certify the nature and extent of the cost of Services provided hereunder, and if FORBA shall carry out any of the duties of this Agreement through a subcontractor with a value of or cost of \$10,000.00 or more over a twelve (12) month period, such subcontract shall contain this same requirement. Company and FORBA agree to notify the other in writing within ten (10) days of the receipt of a request for record access.

Section 9.10. Taxes. Each party shall be responsible for payment of any and all federal, state, local and other taxes which may arise or be imposed as the result of its

performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any.

Section 9.11. Legislative/Regulatory Compliance and Modification. The parties hereby agree to each comply with all applicable laws, rules, regulations, licenses, certificates and authorization of any governmental body or authority in the performance or carrying out of its obligations under this Agreement. Each party will obtain and maintain current and in force all licenses, certifications, authorizations and/or permits (and will pay fees therefor) necessary to carry out its duties and responsibilities under this Agreement. In the event any Medicaid law, rule, regulation or payment policy, or any other federal, state or local law, rule, regulation, policy, or any interpretation thereof at any time during the term of this Agreement is modified, implemented, threatened to be implemented, or determined to prohibit, restrict or in any way materially change the method or amount of reimbursement or payment (i) for Services under this Agreement, or (ii) for services to patients of the Clinic as a result of this Agreement or by virtue of the existence of this Agreement has or shall have a materially adverse effect on the ability of Company or FORBA to engage in any commercial activity on terms at least as favorable as those reasonably attributable as of the date hereof (all of the foregoing being hereinafter collectively referred to as a "Change"), then the parties to this Agreement shall negotiate in good faith to amend this Agreement to preserve the economic expectations of the parties to the greatest extent possible in a manner consistent with any such Change. If this Agreement is not amended in writing as aforesaid prior to the effective date of the Change, then the party affected by the Change may terminate this Agreement upon thirty (30) days advance written notice to the other party. Upon such termination, neither party shall have any further rights hereunder, except those rights already accrued and those that expressly survive termination.

Section 9.12. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Section 9.13. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and supercedes all prior and contemporaneous agreements and understandings between the parties, whether oral or in writing, with respect to such subject matter.

Section 9.14. Subcontract Rights. FORBA shall have the unlimited right to subcontract all, or any portion of, its obligations under the terms of this Agreement upon providing prior written notice to Company of its intent to subcontract such obligations. FORBA's subcontract of any obligations hereunder shall not relieve FORBA of any obligations owed to Company under the terms of this Agreement.

Section 9.15. FORBA References. All references to "FORBA" included in this Agreement shall mean and include FORBA LLC and/or any FORBA LLC designee or subcontractor; provided however, that reference to FORBA in Section 3.07 of this Agreement shall mean and include only FORBA, Inc.

Section 9.16. Attorneys' Fees. In any civil action, arbitration, or other proceeding brought to enforce the terms hereof, or to redress a breach of a term hereof, the prevailing party shall be entitled to payment from the non-prevailing party of its reasonable attorneys' fees and expenses in addition to any damages or other relief to which it may become entitled.

Section 9.17. Arms-Length Bargaining. The parties agree that the compensation provided herein has been determined in arm's-length bargaining and is consistent with fair market value in arm's-length transactions and is not and has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for or with respect to the Clinic or between the parties or any of the undersigned persons or equity holders thereof for which payment may be made in whole or in part under Medicare or any state health care program or under any other payor program.

Section 9.18. Counterparts. The parties may execute this Agreement in two (2) or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it. Copies of signatures sent by facsimile transmission shall be deemed to be originals for all purposes of this Agreement.

Section 9.19. Dispute Resolution. In the event that a dispute arises between two or more parties under this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules (the "Rules") before resorting to injunction, litigation or other dispute resolution procedure. Mediation shall take place in the State of Colorado with a mediator chosen in accordance with the listing procedures and Rules of AAA. Either party may apply to the mediator seeking injunctive relief until the mediation award is rendered or the controversy is otherwise resolved. Notwithstanding the foregoing, either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party from irreparable damage or harm, pending the mediated determination of the controversy. The mediation shall result in settlement of the dispute within sixty (60) days of filing the notice of intention to mediate, and the mediator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by written agreement of the parties, if necessary. The mediator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. In addition to any other awards, the mediator shall award to the prevailing party, if any, as determined by the mediator, all of the prevailing party's costs and fees. "Costs and fees" shall include all reasonable pre-award expenses of the mediation, including the mediator's fees, administrative fees, the cost of posting a bond (if posted by the prevailing party), travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and reasonable attorneys' fees.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representative, as of the date set forth below.

"COMPANY"

**CHILDREN'S DENTAL CLINIC OF
THORNTON, P.C.**

By:  _____

"FORBA"

FORBA LLC

By:  _____