

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (Agreement) is entered into between the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General of the Department of Health and Human Services (OIG-HHS) (collectively the United States); Adventist Health System Sunbelt Healthcare Corporation, Adventist Health System/Sunbelt, Inc., Florida Hospital Waterman Inc., Huguley Memorial Medical Center, Metroplex Adventist Hospital, Inc. (collectively "Adventist Health"), Regional Emergency Services LP, Florida Regional Emergency Services (FRES), American Medical Response, Inc., American Medical Response Management, Inc., Florida Emergency Partners, Inc., Laidlaw, Inc. (collectively "RES"); Kevin Mulligan, and Adam Wightman (hereinafter collectively referred to as the Parties), through their authorized representatives.

II. PREAMBLE

A. Florida Hospital Waterman, Inc., operates as a hospital in Eustis, Florida. Huguley Memorial Medical Center operates as a hospital in Fort Worth, Texas. Metroplex Adventist Hospital, Inc., operates as a hospital in Killeen, Texas. Each of these hospitals provided ambulance transport and related services to patients covered by the federal Medicare program. RES provided management services to each of the hospitals, which included the preparation of Medicare claims for ambulance transports and related services.

B. On or about February 11, 2000, Keven P. Mulligan filed a qui tam action titled United States ex rel. Keven Mulligan v. Florida Regional Emergency Medical Services and Florida Hospital Waterman Inc., No. 5:00-cv-47-Oc-10B (M.D.Fla.), against Florida Regional

Emergency Medical Services and Florida Hospital Waterman Inc. (the Mulligan qui tam) under the False Claims Act, 31 U.S.C. §§ 3729-3733 (the "False Claims Act").

C On or about March 26, 2001, Adam Wightman filed a qui tam action titled United States ex rel. Adam Wightman v. Laidlaw, Inc., et al., No. SA01CA0256EP (W.D. Tex.) against Laidlaw, Inc., Adventist Health System/Sunbelt, Inc. and others (the Wightman qui tam) under the False Claims Act .

D The United States contends that RES, operating as an ambulance management operation, and Florida Hospital Waterman Inc., Huguley Memorial Medical Center, Metropolex Adventist Hospital, Inc. (collectively "the Hospitals") engaged in the following conduct ("the Covered Conduct"). The United States contends that RES and the Hospitals created false physician certifications regarding the medical necessity of the transports by ambulances owned or operated by the Hospitals and submitted or caused to be submitted claims to the Medicare Program (Medicare), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395ggg, for ambulance transports which were not medically necessary as required by applicable statutes, regulations, and program guidance, and that the conduct occurred during the following periods:

- i. With respect to Florida Hospital Waterman Inc., the false statements were created and the associated Medicare claims were submitted for payment beginning January 1, 1993 through December 31, 2000;
- ii. With respect to Huguley Memorial Medical Center, the false statements were created and the associated Medicare claims were submitted for payment beginning January 1, 1993 through December 31, 1997;

iii. With respect to Metroplex Adventist Hospital, the false statements were created and the associated Medicare claims were submitted for payment beginning October 1, 1994 through September 30, 2000.

E. The United States contends that the Covered Conduct was in violation of and gives rise to liability under the False Claims Act and other statutes as set forth below in paragraphs 2 and 3. The United States also contends that it has certain administrative claims against the Hospitals and RES for engaging in the Covered Conduct, as specified in Paragraph 4, below.

F. RES and the Hospitals contend that they did not engage in the Covered Conduct and that the United States does not have any claims against them based on the Covered Conduct.

G. American Medical Response, Inc., American Medical Response, Management, Inc., and Laidlaw, Inc. contend further that they are not responsible or liable for the acts or omissions of any other party to this Settlement Agreement.

H. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of any claims based on the Covered Conduct, the Parties have reached a full and final settlement pursuant to the terms specified below.

I. During September 2003, Florida Hospital Waterman paid funds to Medicare pursuant to Notice(s) of Program Reimbursement based on the final settlement of cost reports for fiscal years ending 12/31/1995 through and inclusive of 12/31/2000.

III. TERMS AND CONDITIONS

1. Adventist Health and RES agree to pay to the United States \$20,340,000 (the "Settlement Amount") plus simple interest as described below which shall be immediately due

and owing on the Effective Date, to be discharged as follows. Of the funds paid to Medicare described in Preamble paragraph I, \$1,033,281 shall be deemed a payment of part of the Settlement Amount that Adventist Health and RES agree to pay to the United States under the terms of this Agreement. Accordingly, the total amount to be paid by Adventist Health and RES upon execution of this agreement shall be reduced to \$19,306,719 (the "Net Settlement Amount") plus interest on the Net Settlement Amount calculated at the Federal Reserve's prime rate which shall accrue from June 15, 2003 to the date of payment. RES shall pay \$5,000,000 of the Net Settlement Amount and Adventist Health shall pay the remainder of the Net Settlement Amount, with neither party being responsible for the other party's share. Adventist Health and RES agree to make such payments to the United States within 10 business days after the Effective Date of this agreement via an electronic transfer of funds that will be made according to written instructions to be provided by the Department of Justice.

2. Subject to the exceptions in paragraph 5 of this Agreement, in consideration of the obligations set forth in this Agreement, and conditioned upon payment in full of the Settlement Amount, the United States releases Adventist Health, and its respective predecessor, successor, and parent corporations and its present and former officers, trustees, directors, and employees, from any civil or administrative monetary claim the United States has or may have under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, breach of contract, and fraud, for the submission of any and all claims for ambulance transports (including the creation of the documentation and certifications of any kind, if any, required for such claims to be paid and the services referenced therein to be covered) provided and billed by Florida Hospital Waterman

Inc., Huguley Memorial Medical Center, and Metroplex Adventist Hospital, Inc., to Medicare for the respective periods referenced in the Covered Conduct, (Section II, Paragraph C, above), and for the inclusion of ambulance service related expenses on Medicare cost reports filed by the Hospitals for the respective periods referenced in the Covered Conduct.

3. Subject to the exceptions in paragraph 5 of this Agreement, in consideration of the obligations set forth in this Agreement, and conditioned upon payment in full of the Settlement Amount, the United States releases RES and their respective predecessor, successor, and parent corporations and their present and former officers, trustees, directors, and employees, from any civil or administrative monetary claim the United States has or may have under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, breach of contract, and fraud, for the Covered Conduct.

4. In consideration of the obligations of Adventist Health set forth in this Agreement and conditioned upon full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the Medicare, Medicaid, or other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Adventist Health under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law), or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct; provided, however, that this release (i) shall not become effective until receipt by the United States of the Settlement Amount specified in Paragraph 1, and (ii) is subject to the exceptions specified in Paragraph 5, below.

Notwithstanding the foregoing release, the OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Adventist Health from the Medicare, Medicaid, or other

Federal health care program under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or person, or for the conduct and practices, for which claims have been reserved in Paragraph 5, below.

5. The OIG-HHS expressly reserves all rights to institute, direct, or to maintain any administrative action seeking exclusion against FRES, RES, American Medical Response, Inc., American Medical Response Management, Inc., Florida Emergency Partners, Inc., Laidlaw, Inc. and/or any officers, directors, trustees, and employees, from Medicare, Medicaid, or other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) under 42 U.S.C. § 1320a-7(a) (mandatory exclusion), or 42 U.S.C. § 1320a-7(b) (permissive exclusion).

6. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person, including Adventist Health and RES, are the following:

a. Any civil, criminal or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;

d. Any liability to the United States (or its agencies) for any claims other than those released in paragraphs 2 and 3, above;

e. Any liability to the United States based upon such obligations as are created by this Agreement;

f. Any liability for express or implied warranty claims or other claims

for defective or deficient products or services, including quality of goods and services;

g. Any liability based on a failure to deliver goods or services due.

7. Relators agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

8. Adventist Health and RES waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct, which defenses may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Adventist Health and RES agree that this Agreement is not punitive in purpose or effect. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue Laws, Title 26 of the United States Code.

9. Adventist Health and RES fully and finally release the United States, and its agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) which Adventist Health or RES have asserted, could have asserted, or may assert in the future against the United States, and its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

10. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary or any State payer and Adventist Health and RES agree not to resubmit to any Medicare carrier or

intermediary or any State payer any previously denied claims related to the Covered Conduct, and agree not to appeal any such denials of claims.

11. Adventist Health and RES agree to the following:

(a) Unallowable Costs Defined: that all costs (as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. § 31.205-47 and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395ggg and 1396-1396v, and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Adventist Health and RES and any of their present or former officers, directors, employees, shareholders, and agents in connection with the following shall be "unallowable costs" on contracts with the United States and under the Medicare Program, Medicaid Program, TRICARE Program, Veterans Administration Program (VA), and Federal Employees Health Benefits Program (FEHBP):

(1) the matters covered by this Agreement,

(2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement,

(3) Adventist Health and RES's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees),

(4) the negotiation and performance of this Agreement, and

(5) the payment Adventist Health and RES make to the United States and/or Relators pursuant to this Agreement, including any costs and attorneys fees.

However, nothing in this Paragraph affects the status of costs that are not allowable based on any other authority applicable to Adventist Health or RES.

(b) Future Treatment of Unallowable Costs: These unallowable costs shall be separately determined and accounted for by Adventist Health and RES and Adventist Health and RES shall not charge such unallowable costs directly or indirectly to any contracts with the United States or any State Medicaid Program, or seek payment for such unallowable costs through any cost report, cost statement, information statement, or payment request submitted by Adventist Health or RES or any of their subsidiaries to the Medicare, Medicaid, TRICARE, VA, or FEHBP Programs.

(c) Treatment of Unallowable Costs Previously Submitted for Payment: Adventist Health and RES further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid, VA and FEHBP fiscal agents, any unallowable costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid Program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Adventist Health or RES, or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Adventist Health and RES agree that the United States, at a minimum, shall be entitled to recoup from Adventist Health and RES any overpayment plus applicable interest and penalties as a result of the inclusion of such unallowable costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice, and/or the affected agencies. The

United States reserves its rights to disagree with any calculations submitted by Adventist Health or RES or any of their subsidiaries on the effect of inclusion of unallowable costs (as defined in this Paragraph) on Adventist Health or RES or any of their subsidiaries' cost reports, cost statements, or information reports. Nothing in this Agreement shall constitute a waiver of the rights of the United States to examine or reexamine the unallowable costs described in this Paragraph.

12. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 13, below, and in Paragraphs 2 and 3, above.

13. Adventist Health and RES waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, or legally responsible individuals or third party payors based upon the claims defined as Covered Conduct.

14. Adventist Health and RES agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Adventist Health or RES shall facilitate, and agree not to impair, the cooperation of their directors, officers, and employees and use their best efforts to make available, and facilitate the cooperation of former directors, officers and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Adventist Health and RES also agree to furnish to the United States, upon request, all non-privileged documents, records, and data related to the Covered Conduct in their possession, custody, or control. Whenever such data or records are retained in computerized format, Adventist Health and RES shall provide access to such data or records and assistance in operating the computers or data processing and storage

equipment as is necessary to produce the data or records requested. Adventist Health and RES will make all reasonable efforts to facilitate access to, and encourage the cooperation of, its agents and accountants, in producing such non-privileged information as requested by the United States.

15. Except as expressly provided to the contrary in this Agreement, each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement. Relators and their attorneys do not release any claims against Adventist Health or RES for payment of the Relators' attorneys fees and costs pursuant to 31 U.S.C. § 3730(d).

16. After this Agreement is executed and the Settlement Amount is received by the United States, (a) the United States will intervene in the Mulligan qui tam action and Relator and the United States shall notify the United States District Court for the Middle District of Florida, where the Mulligan qui tam is pending, that the Parties stipulate and request that the claims asserted in the qui tam be dismissed with prejudice as to Relator and the United States, subject to the terms of this Agreement, and (b) the United States will partially intervene in the Wightman qui tam action and Relator and the United States shall notify the United States District Court for the Western District of Texas that the allegations in that action against parties identified in the preamble to this agreement and which correspond to the claims released in paragraphs 2 and 3, above (which as to Florida Hospital Waterman, Huguley Memorial Medical Center, and Metroplex Adventist Hospital, cover all claims asserted in the Wightman complaint), shall be dismissed with prejudice as to Relator and the United States, subject to the terms of this Agreement. Each Stipulation shall also state that the Court retains jurisdiction to enforce the terms of the Settlement Agreement and to resolve any issue, including jurisdictional issues,

relating to the payment by the United States of a share of the proceeds of the respective Qui Tam Action to a Relator and any claim by a Relator for attorneys fees and costs pursuant to 31 U.S.C. § 3730(d). This settlement is contingent upon the foregoing dismissals with prejudice being entered by the respective district courts.

17. It is expressly understood and agreed that the United States in no way promises or guarantees nor is liable to Relators for the collection or payment of any funds pursuant to this Agreement or the payment of any Relator's share except as provided herein for funds actually collected and received by the United States.

18. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for the enforcement of any obligations between and among Adventist Health, and RES and/or the United States or for any other dispute arising under this Agreement between and among the Parties shall be the United States District Court for the Middle District of Florida or the United States District Court for the Western District of Texas, depending on the nature of, and the parties to, the dispute.

19. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public, subject to any qui tam seal provisions in effect at the time of disclosure.

20. This Agreement constitutes the complete agreement among the Parties. This Agreement may not be amended except by written consent of the Parties.

21. Each of the individuals signing this Agreement on behalf of Adventist Health and RES represents and warrants that he or she is authorized by Adventist Health and RES to execute this Agreement. Each of the individuals signing this Agreement on behalf of a Relator represents and warrants that he or she is authorized by Relator to execute this Agreement. The

United States' signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

22. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

23. This Agreement is binding on the Parties, their successors, transferees, heirs, and assigns.

24. This Agreement is effective on the latest date that any signatory hereto executes this Agreement (the "Effective Date"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

FOR THE UNITED STATES OF AMERICA

DATED: 8-20-04

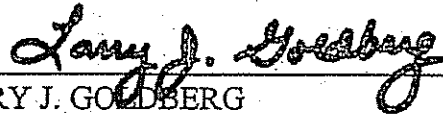
BY:



MICHAEL F. HERTZ
LAURENCE FREEDMAN
POLLY A. DAMMANN
JAMIE YAVELBERG
JUSTIN DRAYCOTT
Attorneys
Commercial Litigation Branch
Civil Division
U.S. Department of Justice

DATED: 5/28/04

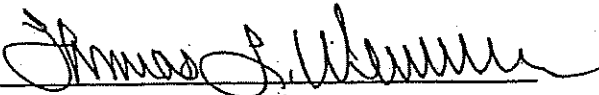
BY:



LARRY J. GOLDBERG
Assistant Inspector General for Legal Affairs
Office of Inspector General
U.S. Department of Health and Human Services

FOR ADVENTIST HEALTH SYSTEM SUNBELT HEALTH CARE CORPORATION,
ADVENTIST HEALTH SYSTEM/SUNBELT, INC. FLORIDA HOSPITAL WATERMAN
INC., HUGULEY MEMORIAL MEDICAL CENTER, METROPLEX ADVENTIST
HOSPITAL, INC.

DATED: 5-19-04

BY: 
THOMAS L. WERNER
President & Chief Executive Officer on behalf of
ADVENTIST HEALTH SYSTEM SUNBELT
HEALTHCARE CORPORATION and
ADVENTIST HEALTH SYSTEM/SUNBELT,
INC.

DATED: _____

By: _____
KENNETH R. MATTISON
President & Chief Executive Officer on behalf of
FLORIDA HOSPITAL WATERMAN, INC.

DATED: _____


By: _____
PETER M. WEBER
President & Chief Executive Officer on behalf of
HUGULEY MEMORIAL MEDICAL CENTER

DATED: _____

By: _____
KENNETH A. FINCH
President & Chief Executive Officer on behalf of
METROPLEX ADVENTIST HOSPITAL, INC.

APPROVED AS TO FORM AND CONTENT:

DATED: 6/18/04

By: 
JOHN W. LITTLE, III
Steel, Hector, & Davis, LLP
1900 Phillips Point West
777 South Flagler Dr.
West Palm Beach, FL 33401
and
EDWARD HOPKINS
Broad & Cassel
One North Clematis Street, Suite 500
West Palm Beach, FL 33401

FOR ADVENTIST HEALTH SYSTEM SUNBELT HEALTH CARE CORPORATION,
ADVENTIST HEALTH SYSTEM/SUNBELT, INC. FLORIDA HOSPITAL WATERMAN
INC., HUGULEY MEMORIAL MEDICAL CENTER. METROPLEX ADVENTIST
HOSPITAL, INC.

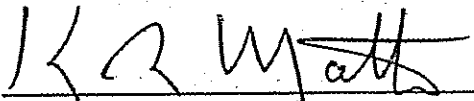
DATED: _____

BY: _____

THOMAS L. WERNER
President & Chief Executive Officer on behalf of
ADVENTIST HEALTH SYSTEM SUNBELT
HEALTHCARE CORPORATION and
ADVENTIST HEALTH SYSTEM/SUNBELT,
INC.

DATED: 5-21-2004

By: _____


KENNETH R. MATTISON
President & Chief Executive Officer on behalf of
FLORIDA HOSPITAL WATERMAN, INC.

DATED: _____

By: _____

PETER M. WEBER
President & Chief Executive Officer on behalf of
HUGULEY MEMORIAL MEDICAL CENTER

DATED: _____

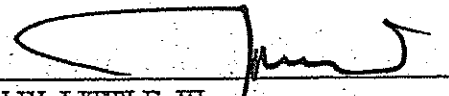
By: _____

KENNETH A. FINCH
President & Chief Executive Officer on behalf of
METROPLEX ADVENTIST HOSPITAL, INC.

APPROVED AS TO FORM AND CONTENT:

DATED: 6/18/04

By: _____


JOHN W. LITTLE, III
Steel, Hector, & Davis, ELP
1900 Phillips Point West
777 South Flagler Dr.
West Palm Beach, FL 33401
and
EDWARD HOPKINS
Broad & Cassel
One North Clematis Street, Suite 500
West Palm Beach, FL 33401

FOR ADVENTIST HEALTH SYSTEM SUNBELT HEALTH CARE CORPORATION,
ADVENTIST HEALTH SYSTEM/SUNBELT, INC. FLORIDA HOSPITAL WATERMAN
INC., HUGULEY MEMORIAL MEDICAL CENTER, METROPLEX ADVENTIST
HOSPITAL, INC.

DATED: _____

BY: _____

THOMAS L. WERNER
President & Chief Executive Officer on behalf of
ADVENTIST HEALTH SYSTEM SUNBELT
HEALTHCARE CORPORATION and
ADVENTIST HEALTH SYSTEM/SUNBELT,
INC.

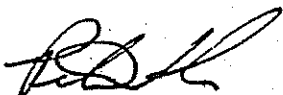
DATED: _____

By: _____

KENNETH R. MATTISON
President & Chief Executive Officer on behalf of
FLORIDA HOSPITAL WATERMAN, INC.

DATED: 5-20-04

By: _____


PETER M. WEBER
President & Chief Executive Officer on behalf of
HUGULEY MEMORIAL MEDICAL CENTER

DATED: _____

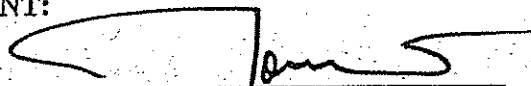
By: _____

KENNETH A. FINCH
President & Chief Executive Officer on behalf of
METROPLEX ADVENTIST HOSPITAL, INC.

APPROVED AS TO FORM AND CONTENT:

DATED: 6/4/04

By: _____


JOHN W. LITTLE, III
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1900 Phillips Point West
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West Palm Beach, FL 33401
and
EDWARD HOPKINS
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West Palm Beach, FL 33401

FOR ADVENTIST HEALTH SYSTEM SUNBELT HEALTH CARE CORPORATION,
ADVENTIST HEALTH SYSTEM/SUNBELT, INC. FLORIDA HOSPITAL WATERMAN
INC., HUGULEY MEMORIAL MEDICAL CENTER, METROPLEX ADVENTIST
HOSPITAL, INC.

DATED: _____

BY: _____

THOMAS L. WERNER
President & Chief Executive Officer on behalf of
ADVENTIST HEALTH SYSTEM SUNBELT
HEALTHCARE CORPORATION and
ADVENTIST HEALTH SYSTEM/SUNBELT,
INC.

DATED: _____

By: _____

KENNETH R. MATTISON
President & Chief Executive Officer on behalf of
FLORIDA HOSPITAL WATERMAN, INC.

DATED: _____

By: _____

PETER M. WEBER
President & Chief Executive Officer on behalf of
HUGULEY MEMORIAL MEDICAL CENTER

DATED: 5-19-04

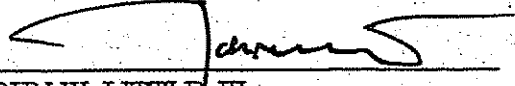
By: _____


KENNETH A. FINCH
President & Chief Executive Officer on behalf of
METROPLEX ADVENTIST HOSPITAL, INC.

APPROVED AS TO FORM AND CONTENT:

DATED: 6/14/04

By: _____


JOHN W. LITTLE, III
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1900 Phillips Point West
777 South Flagler Dr.
West Palm Beach, FL 33401
and
EDWARD HOPKINS
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West Palm Beach, FL 33401

FOR FLORIDA REGIONAL EMERGENCY SERVICES, REGIONAL EMERGENCY SERVICES LP, AMERICAN MEDICAL RESPONSE, AMERICAN MEDICAL RESPONSE MANAGEMENT INC., FLORIDA EMERGENCY PARTNERS, INC. LAIDLAW, INC.

DATED: 27 May 01

BY: William Sanger
WILLIAM SANGER
Chief Executive Officer
AMERICAN MEDICAL RESPONSE

APPROVED AS TO FORM AND CONTENT:

DATED: June 22, 2004

By: R Michael Scarano Jr.
MICHAEL SCARANO
Foley & Lardner
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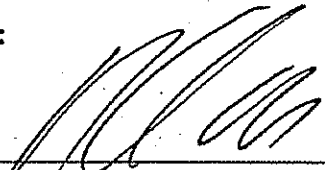
FOR RELATOR MULLIGAN

DATED: 7/01/04

BY: 
KEVIN MULLIGAN

APPROVED AS TO FORM AND CONTENT:

DATED: 7-01/04

BY: 
ANDREW VLOEDMAN
4623 N.W. 53rd Ave.
Gainesville, FL 32635

FOR RELATOR ADAM WIGHTMAN

DATED: _____

BY: _____
ADAM WIGHTMAN

APPROVED AS TO FORM AND CONTENT:

DATED: _____

BY: _____
GLENN GROSSENBACHER
1800 McCullough
San Antonio, TX 78212

FOR RELATOR MULLIGAN

DATED: _____

BY: _____
KEVIN MULLIGAN

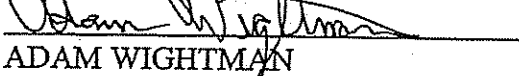
APPROVED AS TO FORM AND CONTENT:

DATED: _____

BY: _____
ANDREW VLOEDMAN
4623 N.W. 53rd Ave.
Gainesville, FL 32635

FOR RELATOR ADAM WIGHTMAN

DATED: 8/9/04

BY: 
ADAM WIGHTMAN

APPROVED AS TO FORM AND CONTENT:

DATED: 8/17/04

BY: _____
GLENN GROSSENBACHER
1800 McCullough
San Antonio, TX 78212