

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "**Agreement**"), is made and entered into this day of _____, 2007, by and between _____, _____, M. D., whose mailing address is _____ (hereinafter "**Employee**"), and _____, a Texas professional association having its principal office at _____ (hereinafter "**Employer**").

WITNESSETH:

This Agreement is made and entered into under the following circumstances:

- (1) Whereas the Employer is engaged in the business of owning and operating a medical practice; and
- (2) Whereas the Employer desires, on the terms and conditions stated herein, to employ the Employee as an [_____] specializing [_____]; and
- (3) Whereas the Employee desires, on the terms and conditions stated herein, to be employed by the Employer.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the promises, covenants, terms and conditions contained herein, the parties hereto agree as follows:

1. Employment and Term. Subject to earlier termination as provided for in Section 13 hereof, the Employer hereby employs Employee, and Employee hereby accepts employment with the Employer commencing [_____] (hereinafter the "**Effective Date**") and continuing for a period of _____ years (hereinafter the "**Term of Employment**"). Upon the expiration of the initial term, the Term of Employment shall automatically be renewed for successive one (1) year periods commencing upon the first anniversary of the Effective Date, unless either party gives written notice of intent not to renew not less than sixty (60), nor more than ninety (90), days prior to the end of any term.

2. Duties and Qualifications. Employee shall provide medical services to patients, on behalf of Employer, at the Employer's office located at _____, or such other locations in the Pasadena, Texas area as requested by Employer (hereinafter collectively referred to as the "**Facility**"), in accordance with the laws of the State of Texas and the principles of medical ethics of the American Medical Association.

During the Term of Employment, Employee will practice medicine as an employee of Employer on a full-time basis and will perform such other duties as are reasonably assigned to Employee from time to time by the Board of Directors of Employer ("Board of Directors"). Such duties shall include, without limitation:

- a. Employee shall devote Employee's full professional time, attention, and energies to rendering professional services at the Facility and at such other places in Houston, Texas and its surrounding areas as may be designated from time to time by Employer and to administrative duties related to such practice;
- b. Employee shall provide "on duty" and "on call" services on an equal rotating basis with other physician employees of Employer, and shall provide "on call" services at those hospitals

and other facilities that are designated from time to time in Employer's business plan or as otherwise agreed to by Employee;

c. Employee agrees to keep and maintain (or cause to be kept and maintained) on a timely basis appropriate records relating to all professional services rendered by Employee hereunder and to attend to all billing reports, claims, and correspondence required in connection with Employee's services rendered under this Agreement;

d. Employee agrees to promote, by entertainment or otherwise, to the extent permitted by law and the applicable canons of professional ethics and applicable parts of this Agreement, the professional practice of Employer;

e. Employee will, to a reasonable extent, attend professional conventions and post-graduate seminars and participate in professional societies in conjunction with the covenants and agreements contained herein, and will do all things reasonably desirable to maintain and improve Employee's professional skills;

f. Employee shall be and remain duly licensed by the State of Texas to practice medicine without restriction and shall comply with and be controlled and governed by, and otherwise perform services hereunder in accordance with, applicable law and the ethics and standards of care of the medical community or communities in which Employee shall from time to time provide services; and

g. Employee shall at all times comply with the policies and procedures adopted by Employer's Board of Directors from time to time, and shall perform such other duties as Employer and Employee may from time to time mutually agree.

h. Nothing herein shall authorize Employer to impose employment duties or constraints of any kind which would require Employee to infringe the ethics of the medical profession or violate any local ordinance or other law. Further, Employee shall be permitted to invest Employee's personal assets and manage Employee's personal investment portfolio in such a form and manner as will not require any professional or business services on Employee's part to any third party, or conflict with the provisions of Section 16 or 17 of this Agreement.

i. Employee agrees to refer all patients to employer hospital and ancillarie and to specialist owned by employer hospital..

3. Professional Judgment. Employee will be free to exercise Employee's own judgment regarding the treatment of any particular patient. Employee, however, agrees to observe and comply with the rules and regulations of Employer as adopted from time to time by the Board of Directors.

4. Status of Employee. The parties expressly acknowledge that Employee, in the performance of services hereunder, is an employee of Employer. Accordingly, Employer shall deduct from all compensation paid to Employee pursuant to this Agreement any sums required by law or any other requirement of any governmental body.

5. Professional Fees. Employee acknowledges that Employer shall be entitled to all fees generated by Employee pursuant to professional services rendered on behalf of Employer hereunder, and all such fees shall be and remain the property of Employer. Employee expressly and irrevocably transfers, assigns, and otherwise conveys to Employer all right, title, and interest of Employee in and to any fees, whether in cash, goods, or other items of value, resulting from or incident to Employee's practice of medicine pursuant to this Agreement during the term hereof and hereby appoints Employer as attorney-in-fact for collection of same or otherwise enforcing Employee's interests therein.

6. Outside Professional Activities. Any fees or other honoraria received by Employee for speaking engagements shall be the property of **[Employer]**.

7. Salary. During each year of the Term of Employment, Employee shall be entitled to an annual base salary of _____ and No/100 Dollars (\$ _____), payable in equal installments in accordance with Employer's regular payroll policy. Salary will be based upon Work RVU at a rate of \$225 per Work RVU. There will be no payment for administrative work performed by physician. Physician who do maintain meet their specialty Work RVU baseline will have their contract terminated at the end of the contract.

8. Incentive Bonus. During each year of the Term of Employment, Employee may receive an incentive bonus ("**Bonus**"), the frequency and amount of which shall be determined in the sole discretion of the Employer's Board of Directors. Bonus will be based upon the value of ancillaries referred to employer hospital.

9. Vacation/Personal Time. Employee shall be entitled to paid leave for vacation, illness, disability and educational purposes as provided on the attached Schedule A. Employee shall not be entitled to any additional paid absences for any reason. Unused holidays and days of vacation may not be carried over from one fiscal year to another, and additional income will not be given for vacation time or holidays not taken during any year. Employer and Employee shall mutually agree on the scheduling of Employee's vacation, holiday and leave time, and all vacation, holiday and time shall be subject to Employee's obligation to make arrangements with Employer's other professional employees for on-call coverage.

10. Fringe Benefits. In addition to any other rights Employee may have hereunder, Employer shall provide to Employee, at Employer's expense, the cost of maintaining Employee's professional license and the fringe benefits set forth on the attached Schedule B.

11. Professional Meetings and Continuing Medical Education. Employee shall be entitled to attend professional meetings and continuing medical education conferences as provided on Schedule B.

12. Professional Liability Insurance.

a. Minimum Policy. Employer shall, at all times during the Term of Employment, maintain and keep in force professional liability insurance "claims made" policies of standard form in the State of Texas providing coverage for Employee and Employer with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, and not less than Three Million and No/100 Dollars (\$3,000,000.00) in the aggregate for each single year. The policy shall be placed with insurance companies authorized and licensed to issue such policies in the State of Texas and reasonably acceptable to Employer, and shall name Employer as an additional insured party. Employee shall cooperate fully with Employer and such insurance companies in order to obtain such professional liability insurance policy.

b. Tail Coverage. Upon termination of Employee's employment with Employer for any reason whatsoever, whether voluntary or involuntary, Employee shall obtain a professional liability insurance "tail" coverage policy in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate for each year, such tail coverage policy to provide coverage of Employee and Employer for all occurrences and events during Employee's employment with Employer.

In the event Employee: (i) voluntarily terminates or resigns his employment hereunder; or (ii) is terminated for cause pursuant to Section 13, then, in either such event, the cost of the "tail" insurance required by this subsection (b) shall be paid exclusively by Employee. In the event Employer

terminates Employee's employment hereunder for any reason other than cause under Section 13, then the cost of the "tail" insurance required by this subsection (b) shall be paid exclusively by Employer.

c. Indemnification. Employee hereby agrees to defend, indemnify and hold Employer harmless from and against any loss, claim, suit, expense or obligation arising out of or resulting from Employee's malpractice in the performance of medical services pursuant to this Agreement.

d. Loss of Professional Liability Insurance. Employer may immediately suspend Employee from practice under this Agreement if, due to any act or omission of Employee, medical professional liability insurance as specified in (a) above cannot reasonably be obtained for Employee or if Employee's medical professional liability insurance is cancelled, suspended, revoked or terminated, and Employee shall not be reinstated or permitted to practice at Employer's business until such time as the medical professional liability insurance for Employee is reinstated to the satisfaction of Employer. Employee will notify Employer within twenty-four (24) hours of receipt by Employee of any notice or information that Employee's professional liability insurance has been cancelled, terminated, revoked or suspended.

13. Termination. Notwithstanding any other provisions of this Agreement, the Term of Employment shall terminate upon:

a. the death of Employee; or,

b. upon Employee's "disability" (For purposes of this Agreement, the term "disability" shall mean the inability of Employee, arising out of any medically determinable physical or mental impairment, to perform the services required of him hereunder for a period of sixty (60) consecutive days during which sixty (60) day period Employee's compensation hereunder shall continue); or,

c. at Employer's option, immediately upon the existence of "cause." For purposes of this Agreement, the term "cause" shall be defined as:

(1) failure of Employee to perform the duties required of him in this Agreement in a manner satisfactory to Employer, in Employer's sole discretion; provided, however, that the Term of Employment shall not be terminated pursuant to this subparagraph (i) unless Employer first gives Employee a written notice ("Notice of Deficiency"). The Notice of Deficiency shall specify the deficiencies in Employee's performance of his duties. Employee shall have a period of thirty (30) days, commencing on receipt of the Notice of Deficiency, in which to cure the deficiencies contained in the Notice of Deficiency. In the event Employee does not cure the deficiencies to the satisfaction of Employer, in its sole discretion, within such thirty (30) day period, the Employer shall have the right to immediately terminate the Term of Employment and this Agreement. The provisions of this subparagraph (1) may be invoked by Employer any number of times and cure of deficiencies contained in any Notice of Deficiency shall not be construed as a waiver of this subparagraph (1) nor prevent the Employer from issuing any subsequent Notices of Deficiency;

(2) any dishonesty by Employee in his dealings with the Employer, the commission of fraud by Employee, or negligence in the performance of the duties of Employee;

(3) the arrest or conviction (or plea of guilty or nolo contendere) of Employee of any felony or other crime involving dishonesty or moral turpitude;

(4) any violation of any covenant or restriction contained in Section 16 or Section 17 hereof;

(5) unlawful use of narcotics or other controlled substances, or use of alcohol or other drugs in a manner the Employer reasonably determines to be adverse to the best interests of the Employer;

(6) failure of Employee to maintain Employee's license and authorization to practice as a physician in the State of Texas;

[(7) failure of Employee to maintain his status as Board certified in Employee's specialty area of practice;]

(8) if, due to any act or omission of Employee, the medical professional liability insurance required by Section 12(a) of this Agreement cannot be reasonably obtained or maintained, or if, due to any act or omission of Employee, such medical professional liability insurance is cancelled, terminated or revoked.

For all purposes of this Agreement, termination for "cause" shall be deemed to have occurred in the event of Employee's resignation when, because of existing facts and circumstances, subsequent termination for "cause" can reasonably be foreseen.

Except as otherwise provided in Section 13(b), in the event of termination of this Agreement pursuant to this Section 13, Employee or Employee's estate, as appropriate, shall be entitled to receive (in addition to any fringe benefits payable upon death in the case of Employee's death) the salary provided for in Section 7 hereof (prorated on a daily basis) and any Bonus provided for in Section 8 hereof (determined as provided in Section 8), up to and including the effective date of termination.

14. Effects of Termination. In the event of termination of this Agreement, neither party shall have any further obligations hereunder except for (i) obligations accruing prior to the date of termination and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement, including, without limitation, confidentiality of information, indemnities and Employee's covenants not to compete and to pay damages (which covenants and agreements shall survive the termination or expiration of this Agreement). The termination of this Agreement, for whatever reason, shall not extinguish those obligations of Employee specified in the Restrictive Covenants (hereinafter defined), nor shall the same extinguish the right of either party to bring an action, either in law or in equity, for breach of this Agreement by the other party.

15. Transition Following Notice of Termination. Following any notice of termination of employment hereunder, whether given by Employer or Employee, Employee will fully cooperate with Employer in all matters relating to the winding up of Employee's pending work on behalf of Employer and the orderly transfer of such work to the other professional employees of Employer. On or after the giving of notice of termination hereunder and during any notice period, Employer will be entitled to such full-time or part-time services of Employee as Employer may reasonably require, and Employer will specifically have the right to terminate the active services of Employee at the time such notice is given and to pay to Employee the compensation due to him under this Agreement for the duration of the notice period.

16. Non-Competition. During the Term of Employment and for a continuous period of two (2) years thereafter commencing upon expiration or termination of the Term of Employment, regardless of any termination pursuant to Section 13 or any voluntary termination or resignation by Employee, Employee shall not without the written consent of Employer, individually or jointly with others, directly or indirectly, whether for his own account or for that of any other person or entity, own or hold any ownership or voting interest in any person or entity engaged in a business the same as or similar to any

business of the Employer, or in a business which competes in any manner whatsoever with the business of Employer or Employer's Facility, and which is located or intended to be located anywhere within a radius of fifty (50) miles of any office of Employer; and Employee shall not act as an officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor, or in any other capacity for, nor lend any assistance (financial, managerial, professional or otherwise) or cooperation to, nor perform any services for, any such person or entity.

17. Non-Disclosure; Non-Solicitation. Except in the performance of his duties hereunder, at no time during the Term of Employment or at any time thereafter shall Employee, individually or jointly with others, for the benefit of Employee or any third party, publish, disclose, use or authorize anyone else to publish, disclose or use, any secret or confidential material or information relating to any aspect of the business or operations of the Employer or any information regarding the business methods, business policies, procedures, techniques, or trade secrets, or other knowledge or processes of or developed by Employer (and/or any other Employee or agent of Employer), any affiliate of the Employer, any entity in which the Employer has an interest, including, without limitation, any secret or confidential information relating to the business, customers, financial position, trade or industrial practices, trade secrets, technology or know-how of the Employer. Moreover, during the Term of Employment, Employee shall not act as an officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor, owner or part owner, or in any other capacity for, nor lend any assistance (financial, managerial or otherwise) or cooperation to, any person or entity which employs any person or hires or contracts with, as a consultant or other independent agent or independent contractor, any person or entity (other than Employee) who was employed by or acted as an agent for, consultant to, or independent contractor of the Employer, any affiliate of the Employer, or any entity in which the Employer has an interest, at any time during the Term of Employment, nor shall Employee employ any such person or induce or attempt to influence any such person to terminate employment with Employer.

18. Reasonableness of Restrictions; Reformation; Enforcement. The parties hereto recognize and acknowledge that the geographical and time limitations contained in Sections 16 and 17 hereof (hereinafter the "**Restrictive Covenants**") are reasonable and properly required for the adequate protection of the Employer's interest. Employee acknowledges that the Employer will provide to Employee confidential information concerning the Employer's business methods and operating practices in reliance on the covenants contained in the Restrictive Covenants. It is agreed by the parties hereto that if any portion of the restrictions contained in the Restrictive Covenants are held to be unreasonable, arbitrary or against public policy, then the restrictions shall be considered divisible, both as to the time and to the geographical area, with each month of the specified period being deemed a separate period of time and each radius mile of the restricted territory being deemed a separate geographical area, so that the lesser period of time or geographical area shall remain effective so long as the same is not unreasonable, arbitrary or against public policy. The parties hereto agree that in the event any court of competent jurisdiction determines the specified period or the specified geographical area of the restricted territory to be unreasonable, arbitrary or against public policy, a lesser time period or geographical area which is determined to be reasonable, nonarbitrary and not against public policy may be enforced against Employee. If Employee shall violate any of the covenants contained herein and if any court action is instituted by the Employer to prevent or enjoin such violation, then the period of time during which the Employee's business activities shall be restricted, as provided in this Agreement, shall be lengthened by a period of time equal to the period between the date of the Employee's breach of the terms or covenants contained in this Agreement and the date on which the decree of the court disposing of the issues upon the merits shall become final and not subject to further appeal.

19. No Remedy At Law. Employee agrees that the remedy at law for any breach by him of the Restrictive Covenants will be inadequate and would be difficult to ascertain and therefore, in the event of the breach or threatened breach of any such covenants, the Employer, in addition to any and all other remedies, shall have the right to enjoin Employee from any threatened or actual activities in violation thereof; and Employee hereby consents and agrees that temporary and permanent injunctive relief may be

granted in any proceedings which might be brought to enforce any such covenants without the necessity of proof of actual damages.

20. Specific Performance. With respect to the covenants and agreements of Employee set forth in the Restrictive Covenants, the parties agree that a violation of such covenants and agreements will cause irreparable injury to Employer for which Employer will not have an adequate remedy at law, and that Employer shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to obtain an injunction to restrain Employee from violating, or continuing to violate, such covenants and agreements. In the event Employer does apply for such an injunction, Employee shall not raise as a defense thereto that the Employer has an adequate remedy at law.

21. Employee Access. Notwithstanding anything contained in Sections 16, 17, 18, 19 or 20, following termination of this Agreement:

(i) Employer shall not deny Employee access to a list of patients who Employee has seen or treated within one (1) year prior to the termination of this Agreement; and

(ii) Employer shall provide access to copies of medical records of the Employee's patients, upon Employer's receipt of a written authorization, signed by the patient and in the form required by applicable law, authorizing Employer to release and deliver such patient's medical records to Employee. As a condition precedent to providing such copies of medical records, Employer shall be entitled to receive a reasonable copy fee as established by the Texas State Board of Medical Examiners under Section 159.008 of the Texas Occupation Code.

(iii) Employee will not be prohibited from providing continuing care and treatment to a specific patient or patients during the course of an acute illness.

Neither subparagraph (i) or (ii) above shall require Employer to provide Employee with a list of patients, or a copy of patients' medical records, in a format different than that by which such records are maintained by Employer, except by mutual written consent of Employee and Employer.

22. Buy-Out/Arbitration. For a period of fifteen (15) days from the termination or expiration of this Agreement (the "Notice Period"), Employee may elect to deliver written notice ("Notice of Election") to Employer that Employee elects to buy out of the provisions of Sections 16 and 17. For a period of fifteen (15) days from Employer's receipt of the Notice of Election (the "Arbitration Election Period"), either party may notify the other, in writing (the "Arbitration Notice"), that the notifying party elects to arbitrate the purchase price to be paid by Employee to buy out of the provisions of Section 16 and 17 (the "Buy-Out Amount"). The notifying party may identify in such Arbitration Notice a proposed arbitrator. The party receiving such Arbitration Notice may, within fifteen (15) days of receipt of the Arbitration Notice, elect to send a written notice either accepting or rejecting any proposed arbitrator specified in the Arbitration Notice. Failure of the receiving party to reply in writing to the Arbitration Notice within said fifteen (15) day period shall be deemed a rejection of the proposed arbitrator. If the parties are unable to agree on an arbitrator within fifteen (15) days of delivery of the Arbitration Notice, then arbitration will be conducted by an arbitrator of the court whose decision shall be binding on the parties. The parties to this agreement agree that, in the event either party makes a timely election to arbitrate the Buy-Out Amount in the manner described above, the issue of the Buy-Out Amount shall be submitted to binding arbitration in Houston, Texas, according to the provisions of the Commercial Arbitration Rules of the American Arbitration Association. In the event that neither party makes a timely election to arbitrate the Buy-Out Amount, during the Arbitration Election Period, then it is agreed that the amount of One Hundred and Twenty-Five Thousand and No/100 Dollars (\$125,000.00) is a fair and reasonable Buy-Out amount. From the time that the Buy-Out Amount is determined, either by expiration of the Arbitration Election Period, without election of arbitration by either party, or by arbitration, the Employee shall have thirty (30) days (the "Payment Period") to pay the Buy-Out Amount to Employer. Upon Employee's payment of the Buy-Out Amount, within the Payment Period, then the provisions of

Sections 16 and 17 shall automatically terminate and have no further force or effect, provided, however, that such provisions shall continue in full force and effect until so terminated. Payment of the Buy-Out Amount shall not in any way affect, modify or waive any other provision of this Agreement including but not limited to Sections 18, 19 and 20, which shall continue in full force and effect. Employee's option to elect to pay such amount shall automatically terminate if Notice of Election is not delivered to Employer within the Notice Period.

23. Billing Services. Employer shall have sole responsibility and authority for preparation of billings for, and collection of income generated from, Employee's practice of medicine and the operation of the Facility and, pursuant to this Agreement, the delegated authority to request, demand, collect, receive and provide receipts for all income on behalf of Employee including any payment or reimbursement from governmental agencies and insurance carriers on account of medical services provided to patients of the Facility. Employee will provide Employer with Employee's provider numbers to bill on behalf of Employee for payment and reimbursement from governmental agencies and insurance carriers. All funds collected from operation of the Facility and from Employee's practice of medicine hereunder shall be the sole property of Employer and shall be deposited into Employer's account and Employer shall have sole authority to make disbursements therefrom, including refunds and repayment of payments received in error.

24. Representations of Employee. Employee hereby makes the following representations to Employer, each of which is material and is being relied on by Employer and shall be true as of the date hereof and throughout the Term of Employment:

a. Employee Qualifications. Employee is, and will continue to be, duly licensed to practice medicine in the State of Texas, is Board certified by [**applicable board**], agrees to participate and does participate in a continuing medical education program, and agrees to obtain and maintain an American Medical Association C.M.E. certificate or its equivalent.

b. Factual Information. Any and all factual information furnished by Employee to Employer is true and accurate in every material respect as of the date on which such information was furnished.

c. Professional Conduct. Employee has and will continue to conduct his professional activities in accordance and compliance with any and all laws, regulations and ethical and professional standards applicable thereto.

d. Authority. Employee has full power and authority to enter into this Agreement and perform all obligations hereunder. The execution and performance of this Agreement by Employee will not constitute a breach or violation of any covenant, agreement or contract to which Employee is a party or by which Employee is bound.

25. Prior Acts and Omissions of Employee. Employee represents and warrants to Employer that, as of the Effective Date, there is no pending or threatened litigation or proceeding against Employee relating to Employee's practice of medicine except as listed on the attached Schedule C. Employer shall not, and this Agreement is not intended to and shall not be construed in any way as to cause Employer to, assume any liabilities of Employee for the acts or omissions of Employee relating to periods prior to the Effective Date, and Employee shall indemnify and hold Employer harmless from and against any liability in respect thereof.

26. Equity Ownership. After Three (3) Contract Years, if Employee's job performance is satisfactory in Employer's sole opinion, Employer may offer Employee an opportunity to purchase an ownership interest in Employer's medical practice. Such offer, if made, shall be on the following terms and conditions:

Employee shall acquire partial ownership of a professional association having assets, liabilities, and contracts for services which will enable Employee to continue her/his practice as a member of the professional association in which Employer practices. Employee, through such professional association will be entitled to receive an appropriate allocation of her/his patient revenues net of costs of collection, office salaries, overhead and other expenses allocable to her/his practice, commencing as of the effective date. The purchase price and other conditions will be determined as of the effective date and shall represent not more than the fair market value of that which is purchased, with no value for goodwill. Payment shall be upon terms then to be agreed to. The intention of this provision is to enable Employee to acquire equity ownership in the professional association of Employer.

27. Patient Records, Books, Office Equipment, Etc.

a. Patient Records. All patient records shall at all times be and remain Employer's property; provided, however, that upon termination of this Agreement, Employer shall provide Employee, at Employee's expense, access to and copies of such records relating to medical services performed at Employer's business by Employee during the term hereof, if so requested by the patient or if required by Employee in defense of any professional liability claim.

b. Equipment and Supplies. Employer shall provide for Employee's use of all professional instruments, books, office equipment and other property reasonably necessary, in Employer's discretion, for Employee's practice of medicine under this Agreement. All instruments, equipment, furniture, furnishings, supplies, samples, forms, charts, logs, brochures, patient records, policies and procedures, contracts and any other property, materials or information furnished by Employer are and shall remain the sole property of Employer. Upon termination of this Agreement, Employee shall return all such property to Employer.

28. Assignability. This Agreement and the rights and duties created hereunder shall not be assignable or delegable by Employee. Employer may, at Employer's option and without consent of Employee, assign its rights and duties hereunder to any successor entity or transferee of Employer's assets.

29. Notices. All notices or other communications provided for herein to be given or sent to a party by the other party shall be deemed validly given or sent if in writing and mailed, postage prepaid, by registered or certified United States mail or hand delivered or sent by facsimile, addressed to the parties at their addresses hereinabove set forth. Any party may give notice to the other parties at any time, by the method specified above, of a change in the address at which, or the person to whom, notice is to be addressed.

30. Severability. Each section, subsection and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant or provision hereof. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

31. Waiver. The failure of a party to enforce any term, provision or condition of this Agreement at any time or times shall not be deemed a waiver of that term, provision or condition for the future, nor shall any specific waiver of a term, provision or condition at one time be deemed a waiver of such term, provision or condition for any future time or times.

32. Parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, personal representatives, legal representatives, and proper successors and assigns, as the case may be.

33. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Texas, without giving effect to the principles of comity or conflicts of laws thereof. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and federal courts having jurisdiction over Harris County, Texas, for a resolution of all disputes arising in connection with the interpretation, construction, and enforcement of this Agreement, and hereby waives the claim or defense therein that such courts constitute an inconvenient forum.

34. Captions. The captions of this Agreement have been assigned thereto for convenience only, and shall not be construed to limit, define or modify the substantive terms hereof.

35. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior agreements, memoranda, correspondence, conversations and negotiations. This Agreement may be executed in several counterparts that together shall constitute but one and the same Agreement.

36. Costs of Enforcement. In the event it is necessary for any party to retain the services of an attorney or to initiate legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to all other remedies, all costs of such enforcement, including reasonable attorneys' fees and costs and including trial and appellate proceedings.

37. Gender, Etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on the date first written above.

EMPLOYEE:

EMPLOYER:

_____, a Texas
professional association

By: _____,
_____, President

ACKNOWLEDGED:

a Texas corporation

By: _____
Printed Name: _____
Title: _____

SCHEDULE A
LEAVE POLICIES

SCHEDULE B

BENEFITS

Insurance - Life	\$ _____
Insurance - Health	\$ _____
Insurance - Disability	\$ _____
Vehicle Expense	\$ _____
Journals/Magazines	\$ _____
Dues/Memberships	\$ _____

CME ALLOWANCE AND REIMBURSEMENT POLICY:

RELOCATION ALLOWANCE:

SCHEDULE C

PENDING LITIGATION

[NONE]