PHYSICIAN EMPLOYMENT AGREEMENT

This Physician Employment Agreement is entered into by Riverbend Health Partners, LLC (the "Employer") and Jordan Example, M.D. (the "Physician").

1. Term. The term of this Agreement shall be three (3) years beginning on the Start Date.

2. Compensation. Employer shall pay Physician a guaranteed base salary of $285,000 per year for the first two (2) years of employment. Beginning in year three, Physician shall be paid $52.00 per wRVU for all work relative value units generated, with no guaranteed minimum. Physician shall receive a signing bonus of $20,000, which must be repaid in full if Physician leaves within twenty-four (24) months.

3. Call. Physician shall take call as assigned by the Employer, which shall be no more frequent than one in four weekends. Call coverage beyond this amount shall be paid at $1,000 per shift.

4. Benefits. Physician shall be eligible for the Employer's health insurance and 403(b) retirement plan on the same terms as other employees. Physician shall receive twenty (20) days of paid time off and five (5) days of CME leave per year, plus $3,000 per year for continuing medical education expenses.

5. Professional Liability Insurance. Employer shall provide claims-made professional liability insurance with limits of $1,000,000 per claim and $3,000,000 aggregate. Upon termination of this Agreement for any reason, Physician shall be responsible for purchasing tail coverage at Physician's own expense.

6. Termination. Either party may terminate this Agreement without cause upon ninety (90) days' prior written notice. Employer may terminate this Agreement immediately for cause.

7. Covenant Not to Compete. For a period of twenty-four (24) months following termination of this Agreement for any reason, Physician shall not practice medicine within a radius of fifty (50) miles of any location at which Employer provides services.

8. Non-Solicitation. For two (2) years following termination, Physician shall not solicit any patients or employees of Employer.

9. Outside Activities. Physician shall not engage in moonlighting, locum tenens, or other outside employment without the prior written consent of Employer.

10. Intellectual Property. All inventions, works of authorship and other intellectual property developed by Physician during the term of employment shall be the sole property of Employer.

11. Indemnification. Physician shall indemnify and hold Employer harmless from any claims arising out of Physician's professional services.

12. Assignment. Employer may assign this Agreement and its rights and obligations to any successor or affiliate without the consent of Physician.