

RECRUITMENT AGREEMENTS

A) **Fan Wang, M.D.** (“Wang”) – under the Recruiting Agreement between the Debtor and Wang (the “Wang Agreement”), Wang shall engage in the full-time practice of Obstetrics/Gynecology, maintaining a medical office within the Debtor’s service area. Wang shall be an independent contractor and maintain his own professional liability insurance. The term of the Wang Agreement is four (4) years, beginning July 30, 2005 (the “Primary Term”). As part of the Wang Agreement, Wang is guaranteed the following: (i) a signing bonus of \$5,000.00, which Wang must repay if he ceases to practice medicine in the Debtor’s service area during the Primary Term; and (ii) a loan (the “Wang Income Guarantee Loan”) equal to the difference of \$15,000.00 and the gross cash receipts generated by Wang each month for twelve (12) months¹. To the extent that Wang has a balance owing to the Debtor under the Wang Income Guarantee Loan after the first twelve (12) months, the Debtor will forgive and cancel one thirty-sixth (1/36th) of Wang’s debt for each full calendar month: (i) Wang remains in full practice in Houston, Texas; (ii) Wang maintains medical staff membership and privileges in good standing at the Debtor’s hospital facility; and (iii) Wang remains available for emergency room coverage for patients of the Debtor’s emergency room.

B) **Salvatore A. Carfagno, Jr., D.O.** (“Carfagno”) – under the Recruiting Agreement between the Debtor and Carfagno (the “Carfagno Agreement”), Carfagno shall engage in the full-time practice of Obstetrics/Gynecology, maintaining a medical office within the Debtor’s service area. Carfagno shall be an independent contractor and maintain his own professional liability insurance. The term of the Carfagno Agreement is four (4) years, beginning July 30, 2005 (the “Primary Term”). As part of the Carfagno Agreement, Carfagno is guaranteed a loan (the “Carfagno Income Guarantee Loan”) equal to the difference of \$19,166.66 and the gross cash receipts generated by Carfagno each month for twelve (12) months². To the extent that Carfagno has a balance owing to the Debtor under the Carfagno Income Guarantee Loan after the first twelve (12) months, the Debtor will forgive and cancel one thirty-sixth (1/36th) of Carfagno’s debt for each full calendar month: (i) Carfagno remains in full practice in Houston, Texas; (ii) Carfagno maintains medical staff membership and privileges in good standing at the Debtor’s hospital facility; and (iii) Carfagno remains available for emergency room coverage for patients of the Debtor’s emergency room.

C) **Conrad Murray, MD** (“Murray”) - under the Recruiting Agreement between the Debtor and Murray (the “Murray Agreement”), Murray shall engage in the fulltime practice of Cardiology, maintaining a medical office at the medical office building located at 509 W. Tidwell Road, Houston, Texas (the “MOB”). Murray shall be an independent contractor and maintain his own professional liability insurance. The term of the Murray Agreement is two (2) years, beginning July

30, 2005 (the "Primary Term"). Under the Murray Agreement, the Debtor will pay build out costs of approximately \$63,000.00 for Murray's space in the MOB. The Debtor will also pay three (3) months of Murray's rent at the MOB.

D) Jennifer Nguyen, M.D. ("Nguyen") - under the Recruiting Agreement between the Debtor and Nguyen (the "Nguyen Agreement"), Nguyen shall engage in the full-time practice of Obstetrics/Gynecology, maintaining a medical office within the Debtor's service area. Nguyen shall be an independent contractor and maintain her own professional liability insurance. The term of the Nguyen Agreement is four (4) years, beginning September 1, 2005 (the "Primary Term"). As part of the Nguyen Agreement, Nguyen is guaranteed a loan (the "Nguyen Income Guarantee Loan") of the difference of \$19,166.66 and the gross cash receipts generated by Nguyen each month for twelve (12) months³. To the extent that Nguyen has a balance owing to the Debtor under the Nguyen Income Guarantee Loan after the first twelve (12) months, the Debtor will forgive and cancel one thirty-sixth (1/36th) of Nguyen's debt for each full calendar month: (i) Nguyen remains in full practice in Houston, Texas; (ii) Nguyen maintains medical staff membership and privileges in good standing at the Debtor's hospital facility; and (iii) Nguyen remains available for emergency room coverage for patients of the Debtor's emergency room.