

**SAMPLE CLINIC ASSET PURCHASE AGREEMENT COVENANTS
RELATING TO “PHYSICIAN EMPLOYMENT,” “PHYSICIAN COMPENSATION”
AND “PHYSICIAN RETENTION”**

6.1 Pre-Closing Covenants. The parties agree as follows with respect to the period from the execution of this Agreement through the Closing:

...

(i) Clinic Provider Employment Agreements. Simultaneously with the execution of this Agreement, Hospital is entering into employment agreements with each Clinic physician and physician’s assistant set forth on Schedule 6.1(i) (such physicians and physician’s assistants entering into employment agreements with Hospital collectively shall be referred to as the “Clinic Providers”) substantially identical to the forms attached hereto as Exhibit G (Shareholder Physicians), Exhibit H (Non-Shareholder Physicians), Exhibit I (Shareholder Physician’s Assistants) and Exhibit J (Non-Shareholder Physician Assistants), as applicable, each of which Clinic Provider Agreement shall become effective at the Closing for an initial term of two (2) years, or such shorter period as agreed to by Hospital and the applicable Clinic Provider, and provide for the termination, effective at the Closing, of any other Contract between Clinic and each Clinic Provider affecting such Clinic Provider’s employment by Clinic, and the release of Clinic from any further compensation, bonus, incentive, change in control or severance payments relating thereto (other than accrued but unpaid compensation, to the extent reflected on the Actual Balance Sheet) (the “Clinic Provider Employment Agreements”). All such Clinic Provider Employment Agreements will renew automatically for additional one-year terms unless either Hospital or the Clinic Provider provides written notice at least ninety (90) days in advance of the expiration of the then-current term of its intent not to renew the agreement.

The Clinic Provider Employment Agreements will include provisions substantially identical to the following:

(A) Compensation Structure. The Clinic Providers who become employed by Hospital will be compensated in accordance with Hospital’s physician compensation model, in place from time-to-time, unless Hospital and a Clinic Provider mutually agree to an alternative compensation methodology; provided, however, Hospital shall establish an economic safety fund (the “Safety Net”) for the Clinic Providers for each of the initial two years under the Clinic Provider Employment Agreements. The Clinic Providers shall administer the Safety Net and shall establish such criteria as the Clinic Providers may reasonably determine to facilitate the distribution of amounts in the Safety Net among the Clinic Providers (provided that such criteria must include a component related to Clinic Provider production), which criteria shall be subject to the approval of Hospital (which approval will not be unreasonably withheld). The Clinic Providers shall allocate the amounts in the Safety Net among the Clinic Providers so as to address the shortfall, if any, between a Clinic Provider’s compensation in either the first or second year, or both the first and second year, under the Clinic Provider Employment Agreement, and such

Clinic Provider's earnings with the Clinic for calendar year 2009, as evidenced by the applicable Clinic Provider's 2009 Form W-2. During each of the first and second years under the Clinic Provider Employment Agreement, Hospital shall fund the Safety Net in an aggregate amount equal to ten percent (10%) of each Clinic Provider's 2009 compensation. The Clinic Providers will have the discretion to allocate the amounts in the Safety Net pool among the Clinic Providers; provided, however, any Safety Net amounts not allocated to a Clinic Provider during the first year may not be carried over into the second year.

(B) Non-Competition Covenant. Each Clinic Provider Employment Agreement, except for those Clinic Providers participating in the J-1 Visa Waiver Program, will include restrictive covenant provisions that prohibit the Clinic Provider from competing with Hospital during the term of the Clinic Provider Employment Agreement and for two years after termination of employment within a 20-mile radius of any practice site of the Clinic Provider.

(C) Retention and Recruitment and Incentive Compensation. In addition to the standard compensation available to the provider, the Clinic Provider Employment Agreement for each Shareholder will include provider retention and new provider recruitment targets as set forth below. As set forth in Section 3.5(c), Hospital will fund the Retention Incentive Pool on the first business day following termination of the Survival Period (the "Funding Date"). Hospital shall fund the Retention Incentive Pool in an amount equal to the funds, if any, in the Segregated Account as of the Funding Date. Upon satisfaction of all retention and recruitment targets, Hospital shall pay the Shareholder Clinic Providers all amounts in the Retention Incentive Pool plus any accrued interest, which amounts will be allocated as agreed to by Clinic and Hospital among the Shareholder Clinic Providers who remain Hospital employees as of the third anniversary of the Closing Date. The Clinic Provider retention and recruitment targets will be as follows:

As of the third anniversary of the Closing Date, (a) the aggregate number of "full-time equivalent" physicians practicing at the Hospital location in [_____] is at least twenty-five (25), and (b) the aggregate number of "full-time equivalent" (FTE) physician's assistants practicing at such location is at least [____]. If either the "FTE physicians" or "FTE physician's assistants" target set forth in (a) or (b) above is not satisfied, and one or more physicians or physician's assistants departed from the Hospital Aberdeen practice in the twelve (12) months immediately preceding the third anniversary of the Closing, then at the option of the Clinic Providers the date for measuring the number of "FTE physicians and physician's assistants" will be delayed for six (6) months (such that the number of such providers will be measured as of three (3) years and six (6) months after the Closing).