EXHIBIT B

EMPLOYMENT AGREEMENT

This Agreement is made and entered into, effective the 15th day of January, 1999 by Doctors Community Healthcare Corporation ("Company"), and Melvin C. Redman ("Redman").

WITNESSETH

WHEREAS, Company is a corporation organized under the laws of the State of Delaware; and

WHEREAS, Redman is currently a resident of the State of Arkansas and desires to be employed by the Company on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment. The Company and Redman agree that Redman shall serve as the President and Chief Operating Officer of the Company. Redman shall perform such duties and exercise such powers pertaining to the management and operations of the Company as may be determined from time to time by the Company. Such duties and powers shall be consistent with those normally expected of persons holding similar positions. Redman's duties, however, are subject to reasonable modifications based on future developments in the Company's business.

During the term of this Agreement, the Company's goals and expectations for Redman, which are a material part of this Agreement, include, but are not limited to:

(a) Increase the operating margin ("EBITDA") of the Company so that within 12 to 18 months from the date of this Agreement, EBITDA is at least 14-15%;

(b) Work with the Chairman of the Company in obtaining equity investment in the Company of at least $20 million from one or more private investors within two years from the date of this Agreement;

(c) Make every effort to successfully negotiate a buy-back of Everett Wrightsman's stock and settlement of his consulting agreement;

(d) Make every effort to successfully negotiate a buy-back of Bryan Breckenridge's stock and settlement of his employment agreement; and

(e) Implement successful strategies for improving organizational structure and the ongoing business operations of the Company.

2. Term. The term of employment of Redman by the Company under this Agreement shall be from the effective date of this Agreement until terminated pursuant to Section 10 below.

3. Basic Compensation. In return for his services to the Company pursuant to this Agreement, Redman shall receive basic compensation for the first year of his employment in the amount of $525,000, payable in equal installments in accordance with the standard payroll practices of the Company. The basic compensation shall be subject to annual review by the Company's Board of Directors. The Company shall deduct and withhold from all compensation payable hereunder, withholding and other applicable taxes in the manner provided by law.

4. Bonus. Redman shall be entitled, in addition to the basic compensation, to bonus compensation as agreed upon annually by the Company and Redman. The bonus will be based upon the Company's financial performance, and both the payment and amount of the bonus are ultimately within the Company's discretion.

5. Stock Options. The Company agrees to grant to Redman, stock options equal to five percent of the amount of common stock currently outstanding at a purchase price of $100 per share. Redman's options are subject to the same dilution provisions as the stock currently held by the Chairman of the Company. The options shall vest in three equal increments, at the end of Redman's first, second, and third years of employment with the Company. In the event Redman's employment with the Company terminates, pursuant to any provisions in this Agreement, prior to an IPO by the Company, any stock options which have not vested will be canceled, and any stock then owned by Redman will be repurchased by the Company at the price paid by Redman. In the event Redman's employment with the Company terminates, pursuant to any provisions in this Agreement, after an IPO by the Company, any stock options which have not vested will be canceled, but Redman shall be entitled to retain the shares he then owns.

6. Home Purchase. The Company agrees to loan Redman up to $1,100,000 to permit Redman to acquire, as his primary residence, a home in the general area of Scottsdale, Arizona. The loan, plus interest, will be forgiven at the rate of $366,666.66 per year, over the first three years of Redman's employment with the Company provided Redman remains continuously employed by the Company during that three year period, in the capacity set forth in this Agreement or another capacity agreed to by the parties. In the event Redman does not remain employed continuously during that three year period, then Redman will repay that portion of the loan which has not been forgiven, consistent with the terms and conditions set forth in the promissory note signed contemporaneously herewith. The loan forgiveness will be credited only on the anniversary dates of Redman's employment, with no proration for partial years of employment.

7. Exclusivity of Services. Redman agrees that his employment with the Company will be full time, and that he will devote his best efforts and attention to the business of the Company. The Company agrees that Redman will serve as a member of the Board of Directors of the Company. In the event of his election to the Board, Redman will receive no additional compensation, beyond that set forth in this Agreement, for his services as a Board member.

Redman shall not be permitted to serve as a director of any other entities unless approved in writing by the Company, and as long as such directorships do not substantially interfere with Redman's duties of employment with the Company. Other companies for which Redman currently serves as a director are listed on Exhibit "A" attached hereto, and the Company hereby approves of Redman's directorships with these companies. Except for his employment with the Company, during the term of this Agreement and any subsequent renewals thereof, Redman shall not enter into any employment, independent contractor relationship, or consulting arrangement, with any other person or entity, or engage in any other business activity, without the prior written consent of the Company.

8. Working Facility. Redman will perform his services hereunder at the principal office of the Company, located in Scottsdale, Arizona, except as travel to other locations is warranted by the business of the Company. The Company shall provide Redman with such office space, secretarial help, and other facilities and services as may be suitable to his position and appropriate for the performance of his duties.

9. Expenses and Benefits. The Company shall pay or reimburse Redman for any expenses reasonably incurred by him in furtherance of his duties hereunder, including, but not limited to, reasonable expenses for traveling, meals and hotel accommodations, upon submission by Redman of vouchers or itemized statements therefor, prepared in compliance with such rules and policies as the Company may from time to time adopt and as may be required in order to permit such payments as proper deductions by the Company under the Internal Revenue Code and the rules and regulations adopted pursuant thereto, now or hereafter in effect.

Redman shall have made available to him, on substantially the same terms as other management level employees of the Company, group insurance, retirement plans, and other benefit programs established by the Company in accordance with the personnel policies and benefit programs in effect from time to time during the term of Redman's employment. Redman's participation under any group insurance programs, retirement plans or other benefit programs shall be subject to the applicable terms and conditions of the same. This paragraph shall not be construed as a commitment on the part of the Company to establish, maintain, or continue any such plans or programs.

10. Term and Termination. Unless otherwise terminated in accordance with this Agreement, Redman's employment shall continue for a period of three years commencing on the date of this Agreement. Redman's employment may be terminated in one of the following ways:

(a) At any time by mutual written agreement of both parties to this Agreement, subject to any terms and conditions specified in such mutual written agreement; or

(b) At any time by the Company, by written notice to Redman, terminating this Agreement and discharging Redman for "Cause." As used herein, the term "Cause" shall mean that Redman has materially breached the provisions of this Agreement or has engaged in action or misconduct in connection with the performance of his duties hereunder that is injurious to the business of the Company; or

(c) Automatically and immediately should one of the following events occur:

(i) Redman dies; or

(ii) Redman becomes totally and permanently disabled, meaning Redman's inability for a period of at least three months, to perform his duties contemplated by this Agreement with or without any accommodation which may be required by law. Such total and permanent disability shall be determined by the Company; or

(iii) Redman is convicted of a felony or commits an act of gross, flagrant, and willful misconduct relating to his employment or the Company's business, including, but not limited to, theft or embezzlement of the Company's property or money, or an act of fraud against the Company; or

(d) At any time by the Company, upon 30 days' notice, terminating this Agreement without cause; provided that in such event, Redman shall be entitled to severance pay in an amount equal to a total (including amounts paid during the 30-day notice period) of the basic compensation attributable to the remaining months of the term of this Agreement at the rate in effect at the time of termination. In addition, Redman shall receive any bonuses declared by the Company's other officers or directors with respect to Redman's services prior to the effective date of termination, but unpaid as of such date. The severance shall be payable, at the Company's option, in a lump sum or in equal monthly installments over the remaining months of the term of this Agreement. If the Company terminates this Agreement without cause, the Company shall have the right, at its option, to require Redman to immediately leave the Company's premises; provided, that the Company shall be obligated to pay (as part of the severance pay) Redman's basic compensation during the 30-day notice period.

11. Confidentiality, Nonsolicitation and Noncompete Covenants.

(a) Redman agrees, both during and after termination of his employment, to keep secret and to treat as absolutely confidential all of the confidential affairs of the Company, including, without limitation, information about the Company's operational and other business affairs and methods, compensation structures, insurance and employee benefit products and services, business relationships, key personnel, financial matters, computer software, other proprietary and intellectual property, and plans for future developments or acquisitions relating to any of the foregoing (collectively, "Confidential Information"). The Confidential Information shall not include any information which is publicly known or generally used by others in the same business of the Company. Redman further agrees that during the term of his employment with the Company and for a period after termination of such employment until the Confidential Information becomes publicly known, Redman will not directly or indirectly disclose any of the Confidential Information to any person or entity outside the Company or use any of the Confidential Information for any purpose, except in the course of performing duties in furtherance of the Company's business. Redman further agrees that upon his termination of employment with the Company, Redman shall promptly return to the Company all documents, computer disks, and records of any kind which contain any Confidential Information.

(b) During the term of his employment, Redman agrees that he will not on his own behalf or as a partner, officer, stockholder, director, employee, broker or consultant of any other person, firm or corporation, directly or indirectly:

(i) Encourage any client, customer, supplier, or vendor of the Company to curtail, sever or alter its business relationship with the Company; or

(ii) Solicit, employ, retain as an agent or attempt to entice away from the Company anyone who is, has agreed to be, or within one year of such solicitation, employment, retention, or enticement, has been employed or retained as an employee or agent by the Company;

(c) If Redman's employment with the Company terminates, Redman agrees that during the one (1) year period after such termination he will not on his own behalf or as a partner, officer, stockholder, director, employee or consultant of any other person, firm or corporation, directly or indirectly:

(i) Provide or solicit to provide any services or products substantially the same or similar to the Company's services or products, to any entity engaged in the same business as the Company or any of the Company's subsidiaries or affiliates;

(ii) Solicit, employ, retain as an agent or attempt to entice away from the Company, any individual who is, has agreed to be, or within one year of such solicitation, employment, retention or enticement, has been employed or retained as an employee or agent by the Company; or

(iii) Defame or disparage the Company's business, products or services or its officers or employees, nor engage in any deceptive trade or business practices toward the Company.

(d) Redman agrees that the Company does not have an adequate remedy at law with respect to the obligations of Redman under this Section 11, and that in addition to any other remedies or claims available to the Company for breach of Redman's obligations under Section 11, the Company shall be entitled to all equitable remedies, including but not limited to, injunctive relief. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach, including the recovery of money damages from Redman.

(e) If any of the provisions contained in subparagraph (a) (b) or (c) of this Section, or if any of the rights or remedies enumerated in subparagraph (d) of this Section are hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of the covenants, rights or remedies, which shall be given full effect without regard to the invalid portions. If the courts of any one or more jurisdictions shall hold all or any part of such provisions wholly unenforceable by reason of the breadth or scope or otherwise, it is the intention of the parties that such determination shall not bar or in any way affect the Company's

right to relief in the court of any other jurisdiction, on the basis of failure to observe such provisions in such other jurisdictions, the above provisions as they relate to each jurisdiction being, for this purpose, severable into diverse and independent provisions. If any of the provisions contained in subparagraphs (a), (b), or (c) of this Section are held to be unenforceable because of the duration of such provision or the area covered thereby, the parties agree that the court making such determination shall have the power to reduce the duration and/or area of such provision and in its reduced form, said provision shall then be enforceable.

12. Relocation Expenses. The Company shall reimburse Redman for reasonable moving expenses incurred in relocating from Arkansas to the Scottsdale, Arizona area.

13. Vehicle Allowance. The Company will pay Redman a vehicle allowance of $1,200 per month.

14. Vacation. Redman will be entitled to four weeks of paid vacation annually. Unused portions of vacation may be carried over to a subsequent year, up to a maximum accumulation of eight weeks per year.

15. Change of Control. As used in this Agreement, the term "Change of Control" is intended to mean a sale or other transfer of ownership of all or substantially all of the Company stock currently owned by the Chairman, or any portion thereof which constitutes a majority of the outstanding shares of the Company's stock, whether as a result of the Chairman's death or otherwise. The Chairman currently owns more than 50% of the outstanding shares of the Company stock.

The rights specified in this Section will apply only in the event there is a change of control, and will not apply in any other instances of either voluntary or involuntary termination of employment.

In the event of and in connection with the Change of Control, and for a period of two years after a Change of Control, if (a) Redman's employment with the Company is terminated by the Company; (b) the aggregate value of Redman's then current compensation package, including but not limited to Redman's basic compensation, any bonuses or incentive pay, and the value of any benefits, is reduced by 10% or more; or (c) Redman is required as a condition of his continued employment to move more than 75 miles from the Company's current office location in Scottsdale, Arizona, the Company will provide Redman with the following:

(a) For a period beginning on Redman's termination date and continuing for twelve months thereafter, the Company will continue to pay Redman's basic compensation at the rate in effect immediately prior to his date of termination; and

(b) For a period beginning on Redman's termination date and continuing for twelve months thereafter, the Company will continue to treat Redman as an executive participant under all of Company's employee benefit programs, plans, or arrangements in effect on the date of Redman's termination. In addition, Redman will continue to be entitled to all benefits, service credits for benefits and benefit payment options, or the economic equivalent thereof as provided

in subparagraph (c) below, pursuant to all of the Company's employee benefit programs, plans, or arrangements in effect on the date of Redman's termination, as if Redman were still employed during such twelve month period.

(c) Notwithstanding the provisions of subparagraph (b) above, if benefits, service credits, the right to accrue further benefits or service credits or benefit payment options under any employee benefit programs, plans, or arrangements of the Company shall not be payable or provided to Redman, Redman's dependants, beneficiaries, or estate, because Redman is no longer an employee of the Company, the Company will, to the extent necessary, provide, pay, or provide for payment of, equivalent benefits, service credits, rights to accrue further benefits or service credits and benefit payment options to Redman or for Redman's benefit, or Redman's dependants, beneficiaries, or estate. When equivalent benefits, service credits, rights to accrue further benefits or service credits or benefit payment options are required pursuant to the preceding sentence to be provided over or taking into account a period of time, the equivalencies will be determined by taking into account, in a reasonable manner, projected increases in the value of such benefits, service credits, rights to accrue further benefits or service credits or benefit payment options, including, but not limited to, projected increases in value to projected benefit cost increases, projected earnings on accounts and similar factors.

In the event of a Change of Control and the termination of Redman's employment, pay reduction, or required relocation as specified above, Redman and the Company may agree, in lieu of the foregoing specified pay and benefits, that Redman will receive a payment, the present value of which, computed at the time required by Section 4999 of the Internal Revenue Code, is below the threshold necessary to trigger applicability of Section 4999. Upon the date that Redman and the Company enter into a written agreement providing for such alternative payment, the Company's obligation to Redman under the terms of this Section will cease. If Redman and the Company are unable to negotiate a mutually satisfactory agreement concerning the amount of the alternative payment, then Redman shall receive termination payments and benefits as set forth above in subparagraphs (a) through (c).

16. Applicable Law. The validity and construction of this Agreement or any of its provisions shall be governed by and determined in accordance with the laws of the State of Arizona.

17. Entire Agreement. This Agreement and the Promissory Note and Deed of Trust signed contemporaneously with this Agreement, contain the entire understanding between the parties hereto and supersede all other oral and written agreements or understandings between them relating to Redman's employment. No modification or addition hereto or waiver or cancellation of any provision herein shall be valid except by a writing signed by the party to be charged therewith.

18. Non-Waiver. No delay or failure by either party to exercise any right under this Agreement and no partial or single exercise or waiver of that right shall constitute a waiver of that or any other or future right.

19. Notices. Any notice to be delivered under this Agreement shall be given in writing and delivered, personally, via telefax or similar electronic transmission or by certified mail, postage prepaid, addressed to the Company or to Redman at its or his last known address. Any such notice shall be deemed given when actually received by the party to whom the same is directed.

20. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns, provided, however, in no event may Redman assign any of his duties or obligations under this Agreement.

21. Headings. The headings herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of this Agreement or the intent of any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

DOCTORS COMMUNITY HEALTHCARE CORPORATION

By: Paul R Tuft
Paul R. Tuft, Chairman

Melvin C. Redman
Melvin C. Redman

ADDENDUM TO EMPLOYMENT AGREEMENT

This Addendum is entered into this 2nd day of September, 1999, for the purposes of clarifying paragraph 6 of the Employment Agreement ("Agreement") entered into effective the 15th day of January, 1999, by Doctors Community Healthcare Corporation ("Company") and Melvin C. Redman ("Redman").

1.1 To fulfill the Company's obligation to Redman under paragraph 6 of the Agreement, the Company's Chairman has obtained a personal loan in the amount of $824,250.00, from Matrix Financial Services Corporation ("Matrix"). The debt owed to Matrix is evidenced by a Promissory Note dated January 29, 1999, and repayment of the Promissory Note is secured by a Deed of Trust on the real property together with the improvements thereon, which was purchased as a residence for Redman, and which is legally described as follows:

> Lot 3, of Coyote Tracks, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 389 of Maps, Page 23, more commonly known as 6853 E. Meadowlark Lane, Paradise Valley, Arizona 85253 ("Property").

1.2 The Company, recognizing the value of this purchase as part of the consideration required to induce Redman to accept employment as the Company's president and chief operating officer, and pursuant to a duly adopted corporate resolution, will repay the debt to Matrix, in exchange for Redman's agreement to remain employed as the Company's president and chief operating officer for a period of three (3) consecutive years commencing January 15, 1999.

1.3 In the event Redman remains continuously employed by the Company through January 15, 2002, in the capacity of president and chief operating officer or another capacity agreed to by Redman and the Company, fee simple title to the Property will be conveyed to Redman, free and clear of all encumbrances except easements, rights-of-way, restrictions, conditions, and limitations of record, on or shortly after January 15, 2002.

1.4 In the event Redman remains employed with the Company less than three years, but at least one year, he will be entitled to a portion of the equity in the Property, equivalent to one-third of the total loan ($366,666.66) if he remains employed for at least one year but less than two years, and equivalent to two-thirds of the total loan ($733,333.32) if he remains employed for at least two years but less than three years. Equity will only be credited to Redman on the anniversary dates of his employment, with no proration for partial years of employment.

1.5 In the event Redman remains employed with the Company less than three years, the equity may be granted to Redman in one of two different ways, at Redman's option:

> 1) If Redman desires to keep the Property, he can do so by tendering to the Company, within forty-five (45) days of his cessation of employment,

a sum of cash equal to the total amount of the loan, less the amount of equity he has earned, if any, by his employment to date with the Company. If he has earned no equity, he must tender the total amount of the loan; or

2) If Redman does not desire to keep the Property, he will vacate the Property within forty-five (45) days of his cessation of employment, in the same or better condition than when he initially occupied it, in which event the Company will pay Redman a sum equivalent to the equity he has earned, if any, by his employment to date with the Company. Redman also agrees to execute a quitclaim deed to the Company. If Redman chooses the second option, the equity to which he is entitled, if any, is the only compensation Redman will receive out of the Property; he will not be compensated for any improvements to the Property which he has made or caused to be made. If Redman chooses the second option, the Company may choose to list the Property for sale, during Redman's forty-five (45) day period of occupancy, and payment to Redman of his equity is contingent upon Redman cooperating in reasonable efforts to market the Property, including showing it to prospective buyers. At the Company's option, Redman may not be paid his equity until the Property is sold.

1.6 References to Redman throughout this Addendum, except when the reference is to Redman's employment by the Company, include Redman's spouse and other family members who may reside in or occupy the Property at any time prior to January 15, 2002. Redman's obligations herein with respect to the Property are binding upon his spouse and other family members who may reside in or occupy the Property.

1.7 Paragraph 17 of the Agreement is hereby modified by deleting the words "Promissory Note and Deed of Trust signed contemporaneously with this Agreement," and in their place, adding the words "Addendum signed clarifying paragraph 6 hereof." All other terms and provisions of the Agreement remain unchanged and are in full force and effect.

The parties have duly executed this Addendum as of the day and year first above written.

DOCTORS COMMUNITY HEALTHCARE CORPORATION

By: Paul R Tuft

Paul R. Tuft

Melvin C. Redman

Melvin C. Redman

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement is entered into this 13th day of November, 2000 for the purpose of amending certain provisions of the Employment Agreement (the "Agreement") dated January 15, 1999, between Doctors Community Healthcare Corporation ("Company") and Melvin C. Redman ("Redman"), as amended by the Addendum to Employment Agreement (the "Addendum") entered into on September 2, 1999, between Company and Redman.

WITNESSETH

The Company and Redman agree that the Agreement is hereby amended as follows:

1. Amendment to Section 3. After the first sentence of Section 3, the following sentences shall in inserted:

> "For the calendar year 2001, Redman shall receive basic compensation of $1.2 million; for the calendar year 2002, Redman shall receive basic compensation of $1.5 million; and for the calendar year 2003, Redman shall receive basic compensation of $1.5 million. Such compensation shall be payable in accordance with the standard payroll practices of the Company."

2. Amendment to Section 4. After the last sentence of Section 4, add the following sentence:

> "On or prior to December 31, 2000, Redman shall be paid a bonus by the Company in the amount of $100,000."

3. Amendment to Section 7. Exhibit A referred to in Section 7 shall be amended to include the following Company:

> "Win-Holt Company, Inc., located in Westbury, NY"

4. Amendment to Section 10. After the first sentence in Section 10, insert the following sentence:

> "Effective January 1, 2001, unless otherwise terminated in accordance with this Agreement, the preceding sentence shall become null and void, and Redman's employment shall continue for a period of three years."

Section 10(c) shall be amended by striking sections 10(c)(i) and 10(c)(ii) in their entirety and by removing the notation "(iii)" from Section 10(c)(iii). Section 10(d) shall be amended by adding the following provision after the last sentence of Section 10(d):

"In the event Redman dies or he becomes totally and permanently disabled (meaning Redman's inability, as determined by the Company, for a period of at least three months, to perform his duties contemplated by this Agreement, with or without any accommodation which may be required by law), such events shall be treated as if the Company terminated this Agreement without cause pursuant to the terms of this Section 10(d)."

5. Amendment to Section 14. Section 14 shall be amended by striking the word "four" and inserting in lieu thereof the word "six".

6. Amendment to Section 15. Section 15(a) shall be amended by striking the phrase "twelve months thereafter" and inserting in lieu thereof "a period equal to the remaining term of this Agreement, as amended".

Section 15(b) shall be amended by striking the phrase "twelve months thereafter" and inserting in lieu thereof "a period equal to the remaining term of this Agreement, as amended."

IN WITNESS WHEREOF, the parties have duly executed this Amendment to Employment Agreement as of the day and year first above written.

DOCTORS COMMUNITY
HEALTHCARE CORPORATION

By: Paul R Tuft
Paul R. Tuft, Chairman

Melvin C. Redman
Melvin C. Redman