AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment") is made and entered into as of June 12, 2001, by and between Rudy Izzard, D.D.S., P.C., a Texas professional corporation (the "PC"), and Dr. William R. Izzard, an individual residing in the State of Texas (the "Doctor").

RECITALS:

A. The Doctor and the PC are parties to that certain Employment Agreement, dated as of October 31, 2000, as such may have been amended by the parties prior to the date hereof (as so amended, the "Employment Agreement"); and

B. OrthAlliance, Inc., a Delaware corporation ("OrthAlliance"), and Orthodontic Centers of America, Inc. have entered into that certain Agreement and Plan of Merger, dated as of May 16, 2001 (the "Merger Agreement"), and to facilitate the transactions contemplated in the Merger Agreement, the Doctor and the PC each desire to amend the Employment Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereby agrees as follows:

AGREEMENT:

1. Amendment of Term Provision. Section 2 of the Employment Agreement is hereby amended by deleting the current text thereof and inserting the following in replacement thereof:

> "The term of this Agreement and the Pediatric Dentist's employment hereunder shall commence as of November 2, 2000 (the "Commencement Date") and extend through the later to occur (the "Initial Term") of (i) the fifth anniversary of the Commencement Date, or (ii) the third anniversary of the effective date of the merger of a subsidiary of Orthodontic Centers of America, Inc. with and into OrthAlliance, Inc. pursuant to that certain Agreement and Plan of Merger, dated as of May 16, 2001, among such parties. The Initial Term shall be automatically renewed and extended thereafter on the same terms and conditions herein for additional terms of one (1) year each, unless and until terminated in accordance with Section 4 hereof. Sections 5, 6, 8 and 10 hereof shall survive termination or expiration of the term hereof."

2. Third-Party Beneficiary. The parties hereto hereby acknowledge and agree that OrthAlliance, Inc., a Delaware corporation ("OrthAlliance"), and its successors and assigns, shall be and remain a third-party beneficiary of the provisions of this Agreement, with legal and equitable rights and remedies to enforce the rights of the PC hereunder, in addition to, and not in limitation of, the PC's rights, and that OrthAlliance provides, directly or through a subsidiary, certain business and management services to the PC which materially benefit the Doctor. The parties further acknowledge and agree that this provision does not, and shall not be deemed to, create or result in an employment relationship between OrthAlliance and the Doctor.

3. *Conditioned on Consummation of Merger*. This Amendment, and the obligations of each of the parties hereunder, is expressly conditioned upon and subject to the consummation of the merger contemplated by the Merger Agreement. In the event that the Merger Agreement shall be voided or

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terminated (otherwise than by its consummation), this Amendment shall thereupon be automatically terminated and void.

4. No Other Changes. Except as set forth in this Amendment, the terms and conditions of the Employment Agreement shall remain in place and shall not be altered or amended, except by any further amendment to the Employment Agreement made in accordance with the terms of the Employment Agreement.

5. Counterparts; Authorization. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed and delivered shall be deemed an original effective for binding the parties hereto, but all of which shall together constitute one and the same instrument. Each of parties hereto represents and warrants to the other party hereto that the execution, delivery and performance of this Amendment by such party has been duly authorized by all necessary laws, resolutions and corporate action, and this Amendment constitutes the valid and enforceable obligations of such party in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the day and year first above written.

"DOCTOR"

Dr. William R. Izzard

Name: Dr. William R. Izzard

"PC"

Rudy Izzard, D.D.S., P.C.

By: Dr. William R. Izzard

Name: Dr. William R. Izzard

Title: President