AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment") is made and entered into as of June 26, 2001, by and between Fryar Orthodontics, P.C., a Indiana professional corporation (the "PC"), and Dr. Gene Fryar an individual residing in the State of Indiana (the "Doctor").

RECITALS:

A. The Doctor and the PC are parties to that certain Employment Agreement, dated as of January 1, 1997, 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 Orthodontist's employment hereunder shall commence as of August 21, 1997 (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

EXHIBIT 5

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"

Gene M. Fryar
Name: Dr. Gene Fryar

"PC"

Fryar Orthodontics, P.C.

By: Gene M. Fryar
Name: Dr. Gene Fryar
Title: Pres

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment") is made and entered into as of 7-4, 2002 (the "Effective Date"), by and between FRYAR ORTHODONTICS, P.C., an Indiana professional corporation (the "PC"), and Dr. Gene Fryar, an individual residing in the State of Indiana (the "Doctor").

RECITALS:

A. The Doctor and the PC are parties to that certain Employment Agreement, dated as of September 30, 1997, as such may have been amended by the parties prior to the date hereof (as so amended, the "Employment Agreement"); and

B. The PC owns and operates an orthodontic practice in and around the Michigan City, Indiana area, with respect to which the Doctor provides orthodontic services as an employee of the PC and which operates in facilities (such facilities, including future facilities, the "Facilities") located as of the date hereof, at the locations set forth on Schedule 1 (such practice, including future locations thereof, the "Practice"). The Doctor is the sole shareholder of the PC.

C. The PC and OrthAlliance are parties to that certain Service Agreement, dated as of September 30, 1997, as such may have been amended by the parties prior to the date hereof (as so amended, the "Service Agreement"), pursuant to which OrthAlliance, Inc. and/or its subsidiary ("OrthAlliance") provides certain business services with respect to the Practice.

D. The parties to this Amendment desire to amend the terms of the Employment Agreement as set forth herein.

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 the Employment Agreement. The provisions in this Amendment shall hereby be appended to and be a part of the Employment Agreement as if set forth in full therein. If there is a conflict between the terms and conditions in this Amendment and those in the Employment Agreement as in effect immediately prior to this Amendment, the terms of this Amendment shall control. Each of the PC and the Doctor represents and warrants that Exhibit A hereto is a true, correct and complete copy of the Employment Agreement and all amendments and addenda thereto, and that the Employment Agreement contains the entire agreement and understanding of the parties thereto with respect to the subject matter thereof, and has not been amended, terminated or supplemented, orally or in writing, except as reflected herein and in such Exhibit A. Each of the PC and the Doctor further represents and warrants that the Employment Agreement is in full force and effect and is enforceable against such party in accordance with its terms.

2. Employment of the Doctor By the PC.

(a) Doctor's Employment By the PC. The PC and the Doctor each hereby covenants and agrees with the other that the Doctor will provide orthodontic services to patients at and in the Practice on a full-time basis and exclusively on behalf of the PC as a full-time employee of the PC during and (subject to subsection 2(b) below) throughout the term of the Service Agreement.

(b) Doctor's Termination. The Doctor may, at his or her election, terminate his or her employment by the PC in the Practice (the "Doctor's Termination") at any time after the later to occur (the "Minimum Employment Period Date") of (1) November 9, 2004 (which date is the third anniversary of the effective date of the merger between OrthAlliance, Inc. and a subsidiary of Orthodontic Centers of America, Inc.), and (2) the current expiration date of the initial term of the Employment Agreement, in each case by completing each of the following:

(i) Giving the PC and OrthAlliance prior written notice of such termination (the "One Year Notice") at least one year prior to the date of such termination, which One Year Notice may be given beginning one year prior to the Minimum Employment Period Date;

(ii) Completing either (A) a Sale of the Practice with an Approved Successor Orthodontist, or (B) a Practice Transfer with a Designated Orthodontist designated by OrthAlliance (as each such term is defined below); and

(iii) Cooperating with the PC, OrthAlliance and the Successor Orthodontist (as defined below) in transitioning the Practice, its patients and Professional Assets (as defined below), and, if applicable, the PC and its capital stock, to such Successor Orthodontist.

(c) Certain Definitions. For purposes of this Agreement:

(i) "Sale of the Practice" means a transaction in which (A) the Doctor and the PC shall transfer, assign and convey all of the Doctor's and the PC's rights, title and interests in and to the Practice and the Professional Assets (and, if requested or elected by the Approved Successor Orthodontist, in and to the PC and its capital stock), free and clear of all liabilities, liens, pledges, security interests, voting agreements, voting trusts and other encumbrances, to an Approved Successor Orthodontist, pursuant to customary written bills of sale and assignments, (B) the Doctor and the PC shall surrender to the Approved Successor Orthodontist custody and control of the Practice Facilities and furniture, fixtures and equipment, (C) the Approved Successor Orthodontist shall succeed to the Doctor's and the PC's ownership and operation of the Practice and the Professional Assets, and become a party to the Service Agreement and a written agreement with OrthAlliance substantially similar to this Amendment, and (D) the Doctor, the PC and the Approved Successor Orthodontist shall maintain the Practice's operations without interruption throughout the transaction; all in exchange for payment to the Doctor by such Approved Successor Orthodontist or professional entity of consideration mutually acceptable to the Doctor and the Approved Successor Orthodontist.

(ii) "Approved Successor Orthodontist" means an orthodontic dentist who is properly credentialed, duly licensed and in good standing to practice orthodontic dentistry in the State under all applicable laws and regulations of the State of Indiana governing the practice of dentistry and is mutually and reasonably acceptable to the Doctor and OrthAlliance, and who succeeds to the Doctor's ownership and operation of the Practice and the Professional Assets, and becomes a party to the Service Agreement and a written agreement with OrthAlliance substantially similar to the Amendment to the Service Agreement of even date herewith.

(iii) "Practice Transfer" means a transaction in which (A) the Doctor and the PC shall transfer, assign and convey all of their rights, title and interests in and to the Practice and the Professional Assets (and, if requested or elected by the Designated Orthodontist or OrthAlliance, in and to the PC and its capital stock), free and clear of all liabilities, liens, pledges, security interests, voting agreements, voting trusts and other encumbrances, to a Designated Orthodontist designated by OrthAlliance (or, as designated by OrthAlliance, such Designated Orthodontist's professional entity) pursuant to customary written bills of sale and assignments, (B) the Doctor and the PC shall surrender to the Designated Orthodontist custody and control of the Practice Facilities and furniture, fixtures and equipment, (C) the Designated Orthodontist shall succeed to the Doctor's and the PC's ownership and operation of the Practice and the Professional Assets and become a party to the Service Agreement and a written agreement with OrthAlliance substantially similar to this Amendment, and (D) the Doctor, the PC and the Designated Orthodontist shall maintain the Practice's operations without interruption throughout the transaction; all in exchange for payment to the Doctor by such Designated Orthodontist or professional entity of $100 in cash.

(iv) "Designated Orthodontist" means an orthodontist designated by OrthAlliance who is duly licensed and in good standing to practice orthodontic dentistry in the State of Indiana, and who succeeds to the Doctor's ownership and operation of the Practice and the Professional Assets, and becomes a party to the Service Agreement and a written agreement with OrthAlliance substantially similar to the Amendment to the Service Agreement of even date herewith.

(v) "Successor Orthodontist" mean the Approved Successor Orthodontist or the Designated Orthodontist, as applicable.

(vi) "Professional Assets" means all clinical and patient files, contracts, records, charts and similar documents, provider agreements, managed care agreements, employment agreements or independent contractor agreements with dentists and orthodontists, all clinical dental patient records and charts and similar documents generated by the PC, the Doctor and/or other professionals employed in the Practice, in connection with the operation of the Practice or treatment of patients in the Practice and any other assets which OrthAlliance (as a non-professional corporation) is prohibited from owning under applicable laws of the State of Indiana, which are owned by the Doctor and/or the PC and relate or pertain to the Practice.

(vii) "Doctor's Employment Term" means the term during which the Doctor is so employed by the PC in the Practice as provided in Section 2(a) above.

3. Transition of Practice.

(a) Successor Orthodontist. Following delivery of the One Year Notice to the PC and OrthAlliance, the Doctor may seek to locate or identify an orthodontist willing and qualified to be a Successor Orthodontist, and negotiate a purchase price for a Sale of the Practice with such orthodontist. The Doctor will be entitled to retain funds paid to him by a Successor Orthodontist in exchange for the Sale of the Practice or Practice Transfer (after paying all amounts owing or due to OrthAlliance or OCA or its subsidiaries). The Doctor will cooperate in seeking to locate a Successor Orthodontist and completing a Sale of the Practice or Practice Transfer. The Doctor and the PC each covenants and agrees that, until the completion of a Sale of the Practice or Practice Transfer, the Doctor will be the sole owner of the PC and its capital stock and no one will own an interest in the Practice or the Professional Assets other than the PC and the Doctor (except as otherwise expressly agreed in writing by OrthAlliance with respect to minority ownership in the PC by an associate of the PC or a prospective Successor Orthodontist).

(b) Transition. The Doctor and the PC each covenants and agrees that they will reasonably cooperate with and assist OrthAlliance and the Successor Orthodontist in transitioning the Practice, its patients, the Professional Assets (and, if applicable, the PC) to the Successor Orthodontist during a reasonable period of time before and after a Sale of the Practice or Practice Transfer. In connection with such transition, the Doctor will reasonably assist and consult with the Successor Orthodontist in becoming familiar with the Practices' patients and their course of treatment, and, upon request, will introduce the Successor Orthodontist to such patients and to dentists who have referred patients to the Practice or the Doctor. The Doctor and the Successor Orthodontist will maintain the Practice's operations without interruption throughout the Sale of the Practice or Practice Transfer process. Upon a Sale of the Practice or Practice Transfer, the Doctor and the PC acknowledge and agree with OrthAlliance that they will have no further rights or interests in the Practice or the Professional Assets, and that they will vacate the Facilities. If the Doctor and/or the PC own the real property in or on which any of the Facilities are located, then they shall enter into a written lease agreement with OrthAlliance that provides for a rental amount equal to the then fair market value for leasing such premises (as determined by a real estate appraiser, agent or consultant in the general area selected by OrthAlliance), an initial lease term of five years, commencing on the date of the Sale of the Practice or Practice Transfer, and a renewal option in favor of OrthAlliance for an additional term of five years exercisable upon notice to the Doctor or the PC, and other terms that are reasonable and customary for an office lease of this type.

4. Restrictive Covenants. The Doctor covenants and agrees with the PC as follows:

(a) Acknowledgements. The parties acknowledge and agree that they desire that the Practice be maintained by a Successor Orthodontist upon the Doctor's Termination, and that the restrictive covenants set forth below will facilitate the recruitment of a Successor Orthodontist. The parties also acknowledge and agree that PC has and will expend significant amounts in entering into this Amendment, that its livelihood depends upon the continuation and viability of the Practice,

and that the restrictive covenants set forth below are reasonable protections for it and are inducements for it to enter into this Amendment. The Doctor acknowledges and agrees with the PC that the covenants and agreements set forth in this Section are an essential inducement for the PC to have entered into this Amendment, the restrictions imposed herein are not greater than are fair and reasonable and necessary for the protection of the PC in light of the substantial harm that it will suffer should the Doctor breach any of the provisions of said covenants or agreements, and by reason of the abilities and experience of the Doctor, the enforcement of the covenants and agreements set forth in this Section will not prevent the Doctor from obtaining other suitable employment or earning a livelihood in his or her profession.

(b) Noncompetition. The Doctor covenants and agrees with the PC that, during the Doctor's Employment Term and for a period of two years immediately thereafter (the "Restricted Period"), the Doctor will not, directly or indirectly in any capacity (including through a professional entity), (i) practice orthodontics at any location within a 10 mile radius extending in all directions from each of the Facilities, locations or centers in which the Practice operates or that are included within the scope of the Service Agreement during the Doctor's Employment Term (the "Restricted Area"), or manage, operate, control, own any interest in, be employed or contracted by, participate in, or provide services to or for, any orthodontic practice in the Restricted Area, other than the Practice within the scope of the Service Agreement, or (ii) otherwise compete with the Practice in the Restricted Area, or (iii) solicit or encourage any patients (or their parents or other responsible parties) who received or are receiving orthodontic treatment in, at or through the Practice (collectively, "Patients") to patronize or receive orthodontic treatment from or at any orthodontic practice other than the Practice, or interfere with the Successor Orthodontist's or the PC's relationship with Patients, or (iv) solicit or encourage any employees or staff employed at or in the Practice to be employed in any orthodontic practice other than the Practice, or contact or communicate with such employees or staff for such purpose, or interfere with OrthAlliance's or the PC's employment relationship with such employees or staff, or (v) own any interest in, manage, be employed or contracted by, participate in, operate, control or provide any services to any enterprise (other than Orthodontic Centers of America, Inc. ("OCA") and its subsidiaries) engaged in the provision of management or similar business services to orthodontic or dental practices.

(c) Competing Practice In Restricted Area During Restricted Period. If, notwithstanding the restrictive covenants set forth in this Section, the Doctor directly or indirectly (including through a professional entity) practices in, owns, controls, manages or operates an orthodontic practice other than the Practice within the Restricted Area and during the Restricted Period (a "Competing Practice"), then, in addition to and not in lieu or limitation of any legal or equitable remedy to which the PC may be entitled with respect to such restrictive covenants, such Competing Practice shall be deemed to be immediately and automatically subject to an agreement between the Doctor and OrthAlliance containing terms and conditions, including, without limitation, the payment of service fees to OrthAlliance, consistent with those set forth in the Service Agreement, except that any and all references to the PC shall mean the Doctor and references to the Practice shall mean the Competing Practice, OrthAlliance may elect to terminate such agreement in its discretion and will not be obligated to provide or make available any services with respect to such Competing Practice until a reasonable period of time after OrthAlliance has actual knowledge of such Competing Practice. Promptly thereafter, the Doctor shall execute and deliver to OrthAlliance

a written agreement documenting the terms and conditions of such agreement with respect to such Competing Practice.

(d) Confidentiality. The Doctor acknowledges that, in connection with the Employment Agreement, the Service Agreement and the arrangements thereunder, the Doctor has been, or may be, provided or entrusted with, or made privy to, sensitive, confidential, restricted and proprietary information of the PC, OrthAlliance, OCA and their subsidiaries and affiliates, including, without limitation, programs, databases, strategies, performance statistics, financial data, customer lists, supplier data, records, correspondence, plans, manuals and systems, in whatever medium (collectively, "Proprietary Information"). The Doctor covenants and agrees with the PC that he will keep the Proprietary Information in strictest confidence, and will not, directly or indirectly in any capacity, disclose, exploit, rent, sell or utilize any of such Proprietary Information, except in connection with the Practice during the Doctor's Employment Term, unless otherwise compelled by a valid court order. The Doctor further covenants and agrees with the PC that all of such Proprietary Information shall be considered the respective property of the PC, OrthAlliance and OCA, as applicable, and that the Doctor will promptly return to the PC, OrthAlliance or OCA, as applicable, all of such Proprietary Information (and all copies thereof) upon request and upon the Doctor's Termination.

(e) Remedies. The period of time applicable to the covenants and agreements in subsections (b) and (c) of this Section shall be extended by the duration of any violation or breach by the Doctor of such covenants and agreements. In the event of an actual or threatened breach by the Doctor of any provision of this Section, the PC shall be entitled to injunctive or other appropriate equitable relief, enjoining, restraining and prohibiting the Doctor from violating the respective restrictions contained in this Section; provided, however, that nothing stated herein shall be construed as prohibiting or limiting the PC from pursuing such other remedies as may be available to it in law or at equity for such breach or threatened breach, including the recovery of damages resulting therefrom. The Doctor waives any requirement on the part of the PC of proving actual damages in connection with obtaining any such injunctive or other equitable relief, and also waives any requirement for securing or posting any bond in connection with obtaining such injunctive or other equitable relief.

(f) Severability and Reformation. If any of these provisions is held to be unreasonable, arbitrary, unenforceable or against public policy, such provision will be considered to be divisible with respect to scope, time and geographic area, and shall be deemed to be valid, binding and enforceable against the Doctor to the extent of such lesser scope, time or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary and not against public policy, in order to render the same valid, binding and enforceable against the Doctor to the fullest extent permissible. The provisions of this Section shall be construed as an agreement independent of the other provisions of this Agreement. The existence of any claim or cause of action by the Doctor against the PC, OrthAlliance, OCA or their subsidiaries or affiliates, shall not constitute a defense to the enforcement by the PC of such provisions.

5. 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 Sections 3 and 4 of this Amendment, 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.

6. No Other Changes. Except as set forth in this Amendment, the terms and conditions of the Employment Agreement, as amended, 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.

7. Miscellaneous.

(a) 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 parties 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.

(b) Notices. All notices, consents, waivers and other communications under the Employment Agreement and/or this Amendment must be in writing and will be deemed to have been duly given when (i) delivered by hand, (ii) the first to occur of actual receipt by the addressee or 72 hours after being placed in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or (iii) when received by the addressee, if sent by a nationally recognized overnight delivery service, prepaid, in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties): (1) if to the Doctor and/or the PC: Dr. Gene Fryar, Fryar Orthodontics, P.C., 1115 N. Roseke Trail, Michigan City, IN 41630; and (2) if to OrthAlliance: OrthAlliance, Inc. c/o Orthodontic Centers of America, Inc., 3850 North Causeway Boulevard, Suite 800, Metairie, Louisiana 70002, Attention: Bartholomew F. Palmisano, Sr., with a copy (which shall not constitute notice) to Donald R. Moody, Esq., Waller Lansden Dortch & Davis, A Professional Limited Liability Company, 511 Union Street, Suite 2100, Nashville, Tennessee 37219.

(c) Enforcement of Agreement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Amendment was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Amendment and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity. In the event a party elects to incur legal expenses to enforce or interpret any provision of this Amendment by judicial proceedings, the prevailing party will be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs, and necessary disbursements at all court levels, in addition to any other relief to which such party shall be

entitled. The waiver of any of the terms and conditions of this Amendment shall not be construed as a waiver of any other terms and conditions hereof. No remedy set forth in this Amendment or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to any party, but the same shall be distinct, separate and cumulative and may be exercised from time to time as often as occasion may arise or as may be deemed expedient.

(d) Governing Law. The validity, interpretation and performance of this Amendment shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to the principles of conflicts of law thereof.

(e) Whole Agreement. This Amendment is intended by the parties hereto to be the final and complete expression of their agreement and understanding with respect to the subject matter of this Amendment, and there are no other agreements, arrangements or understandings between the parties regarding the subject matter of this Amendment, except for this Amendment and the Employment Agreement, as amended.

(f) Modification. The terms of this Amendment are contractual, and may not be changed, modified, altered, interlineated or supplemented, nor may any covenant, representation, warranty or other provisions hereof be waived, except by agreement in writing signed by the party against whom enforcement of the change, modification, alteration, interlineation, supplementation or waiver is sought. The waiver of any of the terms and conditions of this Amendment shall not be construed as a waiver of any other terms and conditions hereof.

(g) Language Construction; Headings. The language in all parts of this Amendment shall be construed, in all cases, according to its plain meaning, except where the context of this Amendment expressly indicates otherwise, and the parties acknowledge that each party has carefully reviewed this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment. The headings used herein are for reference only and shall not limit or control the meaning or interpretation of any provision hereof.

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

"DOCTOR"

Gene M. Fryar
Name: Dr. Gene Fryar

"PC"
FRYAR ORTHODONTICS, P.C.

By: Gene M. Fryar
Name: Gene M. Fryar
Title: Pres

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Exhibit A
Employment Agreement

See attached.

Schedule 1

Facility Locations

Fryar Orthodontics, P.C.
1211 E. Coolspring Avenue
Michigan City, Indiana