Ronald Eichel
PROM
7-15-04

PROMISSORY NOTE

$150,000 Atlanta, Georgia

THIS PROMISSORY NOTE ("Note") is dated as of July 15, 2004.

FOR VALUE RECEIVED, the undersigned, Dr. Ronald Eichel, a Georgia resident ("Maker"), or his successors and assigns, hereby promises and agrees to pay to the order of Orthodontic Centers of America, Inc., a Delaware corporation having its principal office and mailing address at 3850 North Causeway Boulevard, Suite 800, Metairie, Louisiana, 70002 ("Payee"), or its successors and assigns, the aggregate principal sum of One Hundred Fifty Thousand Dollars ($150,000), together with interest thereon in the event of overdue payment as hereinafter provided, in lawful money of the United States of America, upon demand by the Payee in accordance herewith.

1. Payment on Demand. This Note shall become immediately due and payable to the Payee upon written notice to the Maker at the address of the Maker on file at the Payee's principal office, or at such other place as the Maker shall have designated to the Payee in writing. The principal amount due under this Note shall not accrue interest, except in the event of any overdue payment as set forth in Section 2 below. This Note may be prepaid in whole or in part at any time without penalty. All payments to be made by the Maker shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff.

2. Application of Payments; Overdue Payments. All payments on this Note shall be applied first to the payment of any expenses or charges payable hereunder, next to accrued interest (if any), and then to the principal balance hereof. Any payment on this Note that is overdue from its due date shall bear interest from and after the date on which such amount first became overdue at a rate per month of two percent (2%) over the Prime Interest Rate, as published from time to time in The Wall Street Journal or similar publication. Such interest on overdue amounts under this Note shall be payable on demand and shall accrue and be compounded monthly until the obligation of the Maker with respect to the payment of such interest has been discharged (whether before or after judgment). In no event, however, shall any interest charged, collected or reserved under this Note exceed the maximum rate then permitted by applicable law and if any such payment is paid by the Maker, then such excess sum shall be credited by the holder as a payment of principal. The charging or payment of any interest on delinquent payments shall not be construed as curing or correcting any default by Maker under this Note or as a waiver by Payee of any of its rights or remedies with respect to such default. All payments of principal and interest, and any other sums due under this Note, shall be made in immediately available funds to Payee at the address set forth above or such other address as the holder of this Note shall have designated to the Maker in writing.

3. Default. The occurrence of any one or more of the following events shall constitute a default ("Default") under this Note:

(a) The failure of Maker to make any payments due under this Note as and when due;

(b) A proceeding being filed or commenced against Maker for dissolution or liquidation;

(c) Maker voluntarily or involuntarily terminating, liquidating or dissolving or being terminated, liquidated or dissolved;

(d) The insolvency or business failure of Maker on this Note;

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(e) The appointment of a custodian, trustee, liquidator or receiver for, or for any of the property of, Maker; or

(f) An assignment for the benefit of creditors by, or the filing of a petition under any bankruptcy, insolvency or debtor's relief law or for any readjustment of indebtedness, composition or extension by or against Maker.

Upon the occurrence of any Default, the holder of this Note may declare the entire unpaid principal balance of, and all accrued interest (if any) on, this Note to be immediately due and payable.

4. No Waiver; Remedies. Failure of the holder to exercise any of its rights and remedies shall not constitute a waiver of the right to exercise the same at that or any other time. The receipt of any payment after such payment is due and payable shall not be construed as a waiver of any default, and the receipt by the holder of less than the full amount of any payment shall be construed as being on account of such payment and the holder may accept such payment without prejudice to the holder's right to recover the balance of the amounts due under this Note or the holder's right to pursue any other available remedies. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction, and the holder may accept such check or payment without prejudice to the holder's right to recover the balance of the amounts due under this Note or to pursue any other available remedies. All rights and remedies of the holder hereof upon default hereunder shall be cumulative to the greatest extent permitted by law. Time shall be of the essence in the payment of the principal and interest due on this Note.

5. Assignment. Payee and any holder shall have the right to assign its rights and obligations under this Note to any other person, corporation or other entity. Except as set forth above, this Note may not be assigned without the prior written consent of each of the parties.

6. Expenses. If there is any default under this Note, and this Note is placed in the hands of an attorney for collection, or is collected through any court, including any bankruptcy court, Maker shall pay to the holder hereof its reasonable attorneys' fees and court costs incurred in collecting or attempting to collect or securing or attempting to secure this Note or enforcing the holder's rights in any collateral securing this Note.

7. Severability. The invalidity or unenforceability of any provision of this Note shall not impair the validity or enforceability of any other provision of this Note.

8. Governing Law. This Note has been made, executed and delivered in and shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to its conflict of laws rules.

9. Waivers of Notices, Releases. Maker hereby waive presentment, demand, notice of dishonor, protest, notice of protest and nonpayment, and further waives all exemptions to which Maker may now or hereafter be entitled under the laws of the State of Georgia or any other state or of the United States, and further agrees that the holder of this Note shall have the right, without notice, to deal in any way and, at any time with Maker without waiving any rights the holder of this Note may have hereunder or by virtue of the laws of the State of Georgia or any other state of the United States.

MAKER:
Dr. Ronald Eichel

(signature)