EMPLOYMENT AGREEMENT (SHAREHOLDER)
BY AND BETWEEN
TEXAS GENERAL SURGEONS, LLC
AND
JOHN R. BROWN, M.D.

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This Agreement is made and entered into as of the 3rd day of June, 2016 (the "Effective Date"), by and between Texas General Surgeons, LLC, a Texas limited liability company (hereinafter referred to as "Employer"), and John R. Brown, M.D., an individual physician duly licensed to practice medicine in the State of Texas (hereinafter referred to as "Shareholder Employee" or "Employee").

W I T N E S S E T H:

In consideration of the mutual promises set forth below and other good and valuable consideration, the mutuality, adequacy and sufficiency and receipt of which are hereby acknowledged, Employer and Shareholder Employee agree as follows:

SECTION 1. EMPLOYMENT

1.1 Duties. Employer agrees to employ Shareholder Employee as a duly licensed physician, specializing in general surgery (hereinafter the "Medical Specialty"), and Shareholder Employee agrees to perform the duties of such position as requested by Employer, all pursuant to the terms of this Agreement. Shareholder Employee shall devote his/her full time to the business of Employer during his/her employment pursuant to this Agreement. Employee's duties under the terms and conditions of this Agreement shall include application of his/her particular skill and knowledge in medicine at any or all of Employer's current office locations, as reasonably determined by the Board of Directors of Employer, and at any additional or new office locations of Employer as designated by Employer from time to time. Shareholder Employee shall perform his/her duties to the best of his/her ability and shall promote the success of the business of Employer. Shareholder Employee's duties and obligations under this Agreement shall be performed in accordance with the terms of this Agreement, the policies, standards and regulations of Employer, the applicable professional and ethical standards regarding the practice of medicine in the Houston Metropolitan Area, and all federal, state and local laws, regulations and ordinances regulating the practice of medicine.

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SECTION 4. TERM, RENEWAL TERMS; TERMINATION

4.1 Initial and Renewal Term. The initial term of employment under this Agreement shall be for a one (1) year period commencing on the Effective Date of this Agreement. Thereafter this Agreement shall be renewed automatically for additional one (1) year terms, unless terminated sooner by either Employer or Shareholder Employee as provided in this Section 4 or elsewhere in this Agreement. (The initial term and any renewal terms individually and collectively are referred to as the "Term"). During any Term, the terms or provisions of this

Agreement may be amended only by mutual written consent of the parties. However, unless specifically altered or changed, all of the terms and conditions of this Agreement will apply during every Term.

4.2 Termination. This Agreement may be terminated pursuant to any of the following provisions:

(a) This Agreement will automatically terminate upon the death or retirement of Shareholder Employee. This Agreement may also be terminated, consistent with applicable law, upon Shareholder Employee taking medical leave for an "Illness" (as defined in Section 5) for an aggregate period exceeding twelve (12) weeks during any consecutive twelve-month period, provided that such termination is approved by the affirmative vote of seventy-five percent (75%) of the shareholders of Employer.

(b) This Agreement may be terminated by Shareholder Employee at any time on sixty (60) days prior written notice to Employer; provided that, if Shareholder Employee gives such notice, Employer reserves the right to terminate this Agreement prior to the end of the sixty (60) day period (except in the case where Shareholder Employee is terminating this Agreement in order to retire from the active practice of medicine). Unless so elected by Employer, the effective date of such termination by Shareholder Employee shall be the sixtieth (60th) day following the date of such notice given by Shareholder Employee;

(c) This Agreement may be terminated by Employer, without cause, but only by the affirmative vote of seventy-five percent (75%) of the shareholders of Employer. Such vote shall be taken at a meeting duly held in accordance with the By- Laws of Employer. Upon such vote, termination shall occur upon sixty (60) days prior written notice to Shareholder Employee, with the effective date of such termination being the sixtieth (60th) day following the date of such notice.

(d) This Agreement may be terminated by Employer, "for cause", at any time, as determined by Employer in its sole discretion, which shall not be subject to the provisions of Section 21 herein. Such a termination will result in the cancellation of all of Shareholder Employee's benefits under this Agreement. "For cause" is defined in each of the following subparagraphs:

(i) the suspension, revocation or disqualification of Shareholder Employee's license to practice medicine in the State of Texas, for a period of ten (10) consecutive days for any reason other than nonpayment of fees; or

(ii) the limitation, restriction or termination in any way of Shareholder Employee's right to prescribe medication by any applicable regulatory body or bodies; or

(iii) the permanent involuntary termination or limitation of Shareholder Employee's staff privileges at any of the hospitals where Employer's patients are regularly admitted, as a result of Shareholder Employee's actions; or

(iv) the failure of Shareholder Employee to cooperate in or abide by any peer review or other quality assurance program being performed by Employer, any payor, or

any hospital in which Employer's patients are regularly admitted as a result of Shareholder Employee's acts, omissions, or professional history, which failure is not corrected by Shareholder Employee within fifteen (15) days after Shareholder Employee is given written notice to do so; or

(v) the repeated commission or the omission by Shareholder Employee of any act or acts (including, but not limited to, failure to become Board Certified in the Shareholder Employee's Medical Specialty, as defined within the Schedule of Particulars) or professional history which adversely affects, on more than a temporary basis, the ability of Employer to obtain payment or reimbursement for Shareholder Employee's services under the reasonable policies or practices of any health maintenance organization, preferred provider organization, or similar payor, as a result of Shareholder Employee's acts, omissions, or professional history, which circumstance is not corrected by Shareholder Employee within fifteen (15) days after Shareholder Employee is given written notice to do so; or

(vi) the suspension, decertification, or termination of Shareholder Employee on other than a temporary basis, from being a provider, for Medicare, Medicaid, or any other governmental program providing compensation for services rendered to patients participating in any federal or state health care program, where such suspension or termination is a result of Shareholder Employee's acts, omissions, or professional history, and which suspension or termination is not corrected by Shareholder Employee within fifteen (15) days after Shareholder Employee is given written notice to do so; or

(vii) the commission or omission of any act by Shareholder Employee which adversely affects Employer's status as a provider under Medicare, Medicaid, or any other governmental program providing compensation for services rendered to patients as a result of Shareholder Employee's acts, omissions, or professional history, which such circumstance is not corrected by Shareholder Employee within fifteen (15) days after Shareholder Employee is given written notice to do so; or

(viii) the material breach by Shareholder Employee of any term, condition or warranty of this Agreement, or the material breach by Shareholder Employee of any reasonable rule, policy, and/or procedure of Employer which applies to either its full-time staff or its professional staff, which breach, if curable as determined in the sole discretion of the Board of Directors of Employer, is not corrected by Shareholder Employee within fifteen (15) days after Shareholder Employee is given written notice to do so; or

(ix) Shareholder Employee's conviction of a felony or any other act involving moral turpitude; or

(x) Shareholder Employee's commission or omission of an act, or contraction of any disease or condition after his/her employment, specifically including, but not limited to, drug or alcohol abuse, which is deemed by Employer to be materially harmful to Employer or any of its patients, which act is not corrected, or actions are not taken by Shareholder Employee to correct such act, disease or condition within fifteen (15) days after Shareholder Employee is given written notice to do so; or

(xi) Shareholder Employee is deemed uninsurable by all licensed professional liability insurers in the State of Texas.

Shareholder Employee may not be terminated even "for cause" under the foregoing provisions, if Shareholder Employee's alleged breach of this Agreement was proximately caused by Employer's own breach of its obligations to Shareholder Employee under the express provisions of this Agreement.

4.3 Effect of Termination. Except as otherwise provided in this Agreement, in the event this Agreement is terminated for any reason, Employer shall be liable to Shareholder Employee only for his/her salary accrued, if any, up to the effective date of termination, plus applicable incentive bonuses calculated through the effective date of termination, if any.

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SECTION 10. NONCOMPETITION; NONINTERFERENCE; NONDISCLOSURE

10.1 Noncompetition. Employer and Shareholder Employee agree that the following provisions of this Section 10.1 shall describe their relationship following termination of the Agreement.

(a) Hospitals. Shareholder Employee understands and acknowledges that Employer provides services to patients in a number of hospitals, and the availability of Shareholder Employee in that hospital is an important source of referrals to Employer. Therefore, Shareholder Employee agrees that, except in the case where Shareholder Employee is terminated without cause under Section 4.2(c), for a period of two (2) years following Shareholder Employee's date of termination of employment under this Agreement, Shareholder Employee will not:

(i) engage in Medical Specialty consults or in the provision of Medical Specialty services in a Prohibited Hospital, except as necessary in isolated emergency situations; or

(ii) admit patients for Medical Specialty treatment to a Prohibited Hospital, except as necessary in isolated emergency situations; or

(iii) seek indirectly to have patients admitted to a Prohibited Hospital for Medical Specialty treatment, by having another physician admit that patient for such treatment, unless Shareholder Employee is receiving no financial consideration from the other physician's actions.

For purposes of this subsection, a "Prohibited Hospital" is any of the hospitals listed and defined on Exhibit "A", attached hereto and incorporated by reference herein.

(b) Offices. Shareholder Employee understands and acknowledges that Employer maintains a number of offices where patients are seen in the course of their care, and that, because care is often given for extended periods of time, loyalties to that office and its staff are encouraged. In addition, the location of each office is an important inducement for referring physicians. Therefore, Shareholder Employee agrees that, except in the case where Shareholder

Employee is terminated without cause under Section 4.2(c), Shareholder Employee will not, for a period of two (2) years following Shareholder Employee's date of termination of employment under this Agreement, engage in the following:

(i) practice in the areas of the Medical Specialty in an office or other facility which is located within a six (6) mile radius of a Prohibited Office; or

(ii) see patients at any office located within a six (6) mile radius of a Prohibited Office, where any other physician in that office is represented to the public as practicing the Medical Specialty.

For purposes of this subsection, a "Prohibited Office" is any of the offices listed and defined in Exhibit "A."

(c) Referral Sources. Shareholder Employee agrees that, except in the case where Shareholder Employee is terminated without cause under Section 4.2(c), Shareholder Employee will not, for a period of two (2) years following Shareholder Employee's date of termination of employment under this Agreement:

(i) solicit any Referral Doctors for the purpose of soliciting patient referrals from that physician; or

(ii) contact any Referral Doctor for the purpose of inducing him/her to refer his/her patients requiring Medical Specialty care to any physician other than one employed by Employer or to any other practice other than Employer.

For purposes of this subsection, "Referral Doctors" means any doctor who has referred any patient to Employer and which patient was seen by Shareholder Employee within the twelve (12) month period preceding Shareholder Employee's date of termination.

(d) Patients. Except as allowed by Section 11 of this Agreement, or except in the case where Shareholder Employee is terminated without cause under Section 4.2(c), Shareholder Employee agrees that he/she will not, for a period of two (2) years following Shareholder Employee's date of termination under this Agreement:

(i) solicit, divert or take away, or attempt to solicit, divert or take away, from Employer existing Patients of Employer; or

(ii) attempt or seek to cause any existing Patient of Employer to refrain, in any respect, from continuing to receive care services from or through Employer.

For purposes of this subsection, "Patient" means any individual to whom services were provided by Shareholder Employee during the twelve (12) month period prior to Shareholder Employee's date of termination. On request, Shareholder Employee will verify, to the extent of information available to him/her, any list of patients provided by Employer as having been seen by Shareholder Employee during any such period.

(e) Buy Out Option. Notwithstanding paragraphs (a), (b), (c), and (d), upon termination of this Agreement, Employer shall provide Shareholder Employee the option to buy out of the restrictive covenants set forth in this Section. The price for this buy out option shall equal the Base Salary as of the Shareholder Employee's date of termination.

(f) Access to Patient List and Records. Notwithstanding paragraphs (a), (b), (c), and (d), upon termination of this Agreement, Employer shall:

(i) grant Shareholder Employee access to a list of patients seen or treated by Shareholder Employee, and the medical records of patients seen or treated by Shareholder Employee upon authorization of the patients and any copies of such medical records for a reasonable fee (as established by the Texas Medical Board under Section 159.008, Occupations Code). The list and records described in this clause (i) shall be in the form and format in which such records are maintained by Employer at the time of such request for access by Shareholder Employee, unless otherwise agreed by mutual consent of Employer and Shareholder Employee; and

(ii) permit Shareholder Employee to provide continuing care and treatment to patients being treated by Shareholder Employee as of the effective date of termination of this Agreement during the course of an acute illness.

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SECTION 16. MODIFICATION AND CHANGES

Except as otherwise provided herein, this Agreement cannot be changed or modified, except by another written agreement that is executed by Employer and Shareholder Employee.

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(Signatures on following page)

DULY EXECUTED and delivered by Shareholder Employee and Employer as of the Effective Date.

TEXAS GENERAL SURGEONS, LLC

Employer:

By: _____*Richard Cutter*_____
Name: Richard B. Cutter, M.D.____
Title: President_____

Shareholder Employee:

_____*John Brown*_____, M.D.

EXHIBIT "B-1"

SHAREHOLDER BASE SALARY CALCULATIONS

A. Base Compensation

1. Generally. Each Shareholder Employee shall receive as base salary payable pursuant to Section 6.1(a) of the Employment Agreement (the "Agreement"), an amount calculated pursuant to this Exhibit "B-1".

2. Effective Date. Consistent with Section 6.1(a) of this Agreement and the Employer's bylaws, the effective date of this Exhibit "B-1" shall be January 1, 2008. This Exhibit "B-l" shall supersede all prior Exhibit "B-1" distributed to the Shareholder Employee, if any. All other Exhibits "B-1" shall be null and void as of the effective date.

3. Base Compensation Levels

(a) Unless specified elsewhere in the Agreement, each Shareholder Employee's compensation shall be calculated pursuant to this Section 3.

(b) The Board of Directors shall designate certain Levels of production.

(c) Based upon an assessment of each Shareholder Employee's production to the Employer's practice in terms of existing and new patients seen during the preceding 6 or 12 month period, the Board shall populate each Level with Shareholder Employees of similar degrees of production and in a manner that takes into consideration the best interests of the Employer. For example, in addition to production, the Employer may take into consideration events such as relocation of the employee to a different regional assignment or employee's provision of administrative duties. Notwithstanding the foregoing, however, in populating the Levels, the Board shall assess each Shareholder Employee's production over the same period of time (e.g., 6 or 12 months).

(d) Each Level shall include a corresponding Base Salary and a corresponding Resulting Base Salary. The Resulting Base Salary shall equal the Base Salary, less, any corresponding withhold or other deduction authorized by the Board of Directors. So as to avoid any confusion, a shareholder's annual salary payable by the Corporation shall be the Resulting Base Salary.

(e) Notwithstanding anything contained herein to the contrary, for the period beginning on the Effective Date of the Shareholder Employee's Employment Agreement with the Corporation and continuing up to and including the third (3rd) anniversary thereof, the Shareholder Employee shall not fall below a Base Salary Level of $250,000.

Thereafter, the Shareholder Employee shall populate the Levels as described in this Exhibit "B-1".

(f) The Board may review the population of the Levels from time to time.

(g) The Board may amend the population of the Levels no more than once every six (6) months.

(h) The Board may not move any Shareholder Employee down more than two (2) Levels in any twelve (12) month period.

(i) The Board shall provide each Shareholder Employee with a copy of such amended Levels as soon as possible after any amendment, but in any event, prior to the effective date for such amendment.

4. Corresponding Level Factors

(a) In addition to the population of each Level, the Board of Directors shall, from time to time, establish corresponding Percentage Amounts, Salary Amounts and Resulting Base Salaries and Buy-In Deferred Income amounts for each Level (collectively, the "Level Factors").

(b) In contrast to the population of the Levels, the Board may amend all or some of the Level Factors, at its discretion, from time to time; provided however, that the Employer shall provide each Shareholder Employee with a copy of such amendment prior to the effective date of such amendment.

(c) Each Shareholder Employee's Resulting Base Salary shall be paid on an annual basis, in accordance with the Employer's regular compensation policies, amended from time to time.

B. Buy-In Deferred Income Accounts (applicable only to post January 1, 2002 Shareholder Employees)

1. The Employer shall designate from time to time, but at least annually, for all individuals who become Shareholder Employees after January 1, 2002, certain Buy-In Deferred Income amounts for each Level (the "BIDI"). BIDI may be payable to Shareholder Employee from time to time pursuant to Paragraph B(4), below.

2. The Employer shall credit to a book reserve account for each Shareholder Employee the designated BIDI on December 31 of each year, during each Shareholder Employee's first five (5) years of employment with the Employer, pursuant to a form of a Professional Services Agreement (the "BIDI Account"). Amounts credited to this BIDI Account shall not be taxable as ordinary income to Shareholder Employee or deductible by Employer at the time of such credit to the BIDI Account. So as to avoid any confusion, the provisions of this Section B

shall not apply to any Shareholder Employee who was employed by Employer pursuant to a Shareholder Professional Services Agreement prior to the effective date of this Exhibit "B-1".

3. Until the termination of a Shareholder Employee's employment hereunder and payment of the BIDI Account as set forth below, title to and beneficial ownership of any assets, whether cash or investments which the Employer may credit to a reserve account to pay BIDI hereunder, shall at all times remain in the Employer and no Shareholder Employee or his/her designated beneficiary shall have any property interests whatsoever in any specific assets of the Employer. Accordingly, Employer shall be fully responsible for any gains or losses until payment of such BIDI to Shareholder Employee as described herein.

4. Amounts credited on behalf of each Shareholder Employee in the BIDI Account, but without regard to increases or decreases related to earnings or market performance in the Account, if any, shall be payable, as set forth below:

   (a) Upon the termination of a Shareholder Employee's employment hereunder by Employer without cause or for reason of death or "illness" (as defined in Section 4.2(a) of the Employment Agreement (Shareholder)), the Employer shall pay to the Shareholder Employee as the "BIDI Payment," an amount equal to the Shareholder Employee's BIDI Account balance as of the date of termination, less taxes and applicable withholdings. BIDI Payments shall be due and payable by Employer in cash within sixty (60) days of the effective date of termination.

   (b) If a Shareholder Employee's employment is terminated prior to the 5th anniversary of his/her employment as a shareholder employee, for any reason whatsoever by the Shareholder Employee, other than death or illness pursuant to Section 4.2(a) of Shareholder Employment Agreement, or for cause by the Employer, the Shareholder Employee shall not be entitled to receive any BIDI Payment whatsoever.

   (c) Upon a Shareholder Employee's fifth (5th) anniversary of employment as a shareholder employee, the balance of the Shareholder Employee's BIDI Account, less taxes and applicable withholdings, shall be transferred to the Employee's own account with payment of such balance being taxable income to Shareholder Employee and deductible by Employer at the time of such payment; provided, however, that the full amount of the Shareholder Employee's BIDI Account shall remain subject to a pledge of such funds pursuant to a commercially reasonable Security Agreement entered into by such Shareholder Employee and GCS (the "Security Agreement"). The Security Agreement shall remain in effect and such funds shall remain pledged to the Employer for the duration of the Shareholder Employee's employment hereunder, unless the Employer determines that a lesser amount is acceptable, at which point the Employer may release such excess amount from the Security Agreement. Upon termination of the Shareholder Employee's employment, Employer shall

take all steps necessary to release such account from the Security Agreement to the Employer, within sixty (60) days of the effective date of termination.

5. Nothing contained in this Exhibit "B-1" and no action taken pursuant to the provision of this Exhibit "B-1" shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Employer and the Shareholder Employee, his/her designated beneficiary or any other person. Any funds which may be invested under the provisions of this Exhibit "B-1" shall continue for all purposes to be a part of the general funds of the Employer and no person other than the Employer shall by virtue of the provisions of this Exhibit "B-1" have any interest in such funds. To the extent that any person acquires a right to receive payments from the Employer under this Exhibit "B-1", such right shall be no greater than the right of any unsecured general creditor of the Employer.

6. Title to and beneficial ownership of any assets, whether cash or investments which the Employer may credit to a reserve account to pay the BIDI Account hereunder, shall at all times remain in the Employer and the Shareholder Employee and his/her designated beneficiary shall not have any property interest whatsoever in any specific assets of the Employer.

7. Any of the funds so credited to the BIDI Account may be kept in cash or invested and reinvested in mutual funds, stocks, bonds, securities or any other assets as may be selected by the Board of Directors, at its sole discretion. In the exercise of the foregoing discretionary investment powers, the Board of Directors may engage investment counsel and, if it so desires, may delegate to such counsel full or limited authority to select the assets in which the funds are to be invested. Any interest earned on the BIDI Account shall at all times remain and be the property of the Employer. No Shareholder Employee shall be entitled so the interest (if any) accrued on such amount.

C. Severance Pay (all Shareholder Employees)

1. Upon the termination of Shareholder Employee's employment hereunder for any reason (including death or "illness" (as defined in the Employment Agreement)) other than "with cause" by the Employer, the Employer shall pay to the Shareholder Employee as Severance Pay, an amount calculated as follows:

(a) If such termination occurs on or subsequent to the sixth (6th) anniversary of the Shareholder Employee's services hereunder, but prior to the eighth (8th) anniversary hereof, the Severance Pay shall be Fifty Thousand and No/100 Dollars ($50,000.00).

(b) If such termination occurs on or subsequent to the eighth (8th) anniversary of the Shareholder Employee's services hereunder, but prior to the tenth (10^{th}) anniversary hereof, the Severance Pay shall be One Hundred Thousand and No/100 Dollars ($100,000.00).

(c) If such termination occurs on or subsequent to the tenth (10th) anniversary of the employee's service hereunder, the Severance Pay shall be One Hundred and Fifty Thousand and No/100 Dollars ($150,000.00).

2. In lieu of the foregoing provisions of Section C(1)(a), if a Shareholder Employee was a Shareholder Employee of the Employer as of October 28, 1999 (the "Repurchase Date") and if this Agreement is terminated for any reason (including death or "illness" (as defined in the Employment Agreement)) other than "with cause" by the Employer, the Employer shall pay to the Shareholder Employee as Severance Pay, an amount calculated as follows:

(a) If such termination occurs on or subsequent to the fifth (5^{th}) anniversary of the Repurchase Date, the Severance Pay shall be One Hundred Fifty Thousand and No/100 Dollars ($150,000.00).

(b) Notwithstanding any of the foregoing, if the Employer's obligations pursuant to that certain SunTrust Bank Loan and Security Agreement by and between Employer and SunTrust Bank dated as of December 29, 2003, as amended from time to time, and that certain SunTrust Bank Reducing Revolver Loan and Security Agreement entered into by and between Employer and SunTrust Bank dated as of December 29, 2003, as amended from time to time, are satisfied in full, and if termination occurs subsequent to such complete satisfaction, the Severance Pay shall be One Hundred and Fifty Thousand and No/100 Dollars ($150,000.00).

3. Notwithstanding the foregoing, if a Shareholder Employee's employment is terminated by the Employer "with cause," such Shareholder Employee shall not be entitled to receive any Severance Pay whatsoever.

4. Severance Payments shall be due and payable by Employer at Employer's option either (i) to the Shareholder Employee in a single sum payable within sixty (60) days of the effective date of termination; or (ii) to the Shareholder Employee in a period not to exceed sixty (60) equal and monthly installments, with interest accrued at the prime rate published in the Wall Street Journal on the date of termination, or if the Wall Street Journal is not published on the termination date, the prime rate in the Wall Street Journal on the business day immediately preceding the termination date, with the first such payment being due and payable on the first day of the month following the month during which termination occurred, and with the remaining payments being due and payable as of the first day of each of the consecutive months (not to exceed fifty-nine (59) months).

5. In the event the amount of Equity Increase pursuant to the Fourth Amended and Restated Shareholders' Agreement, or any such subsequent Amended and Restated Shareholders' Agreement that may then be in effect, to which Shareholder Employee may be entitled is greater than the amount of Severance Pay, Shareholder Employee shall neither be entitled to nor receive payment for any Severance Pay upon termination of this Agreement.