

## EMPLOYMENT CONTRACT

This Employment Contract is made effective the \_\_\_\_ day of April, 2001, by and between Kyle S. Hamilton, legal guardian over the person of Martha E. Ham (hereinafter referred to as "Employer") and Tonjua Gray (hereinafter referred to as "Employee").

WHEREAS, Employer desires to employ Employee to provide elder care services to Martha E. Ham; and

WHEREAS, Employee has experience in providing elder care;

NOW, THEREFORE, consideration of the covenants and agreements contained herein and other good and favorable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Term. The term of this employment shall begin on April 11, 2001 and shall end subject to the termination provisions hereinafter set forth.
2. Employment. Employer employs Employee to provide elder care services to and on behalf of Martha E. Ham, whose address is 529 Pheasant Run, Rensselaer, Indiana 47978. Said services provided shall include assisting Martha E. Ham in proper hygiene, nutrition, medical and social needs. Employee agrees to properly check on the care of Martha E. Ham on a daily basis, and agrees to provide care for up to 50 hours per week, depending on the needs of Martha E. Ham.
3. Compensation. Employer agrees to pay Employee during the term of this agreement an annual salary of \$37,500.00, in 26 equal bi-weekly installments due on the 15<sup>th</sup> and the 30<sup>th</sup> of each month, with the first payment due on April 15, 2001. Employer shall withhold from all salary payments income taxes and other deductions required by law.
4. Vacation/Other Absences. In the event Employee wishes to engage in a family vacation, or is unable to perform her duties due to a sickness or a required absence, Employee shall contact Kyle S. Hamilton and make appropriate arrangements for the care of Martha E. Ham.
5. Termination. Either party may terminate this agreement upon 2 weeks notice to the other by contacting them by telephone and in sending written notice to their last known address. In the event Employer terminates the services of Employee herein

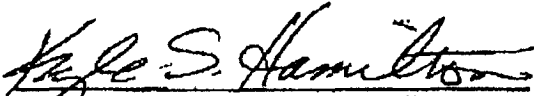
due to the health concerns of Martha E. Ham or due to the death of Martha E. Ham, Employee shall be entitled to 2 weeks of severance pay.

- 6. ~~Expenses~~, Employer shall be responsible for all expenses and costs associated with the care and maintenance of Martha E. Ham.
- 7. Laws of the State of Indiana shall be used in the interpretation and construction of this agreement.
- 8. This Employment Contract is the entire agreement of the parties and can be modified only in writing, signed by the parties.

IN WITNESS WHEREOF, the respective parties have caused this contract to be executed with day, month and year first written above.

EMPLOYER

EMPLOYEE

  
 \_\_\_\_\_  
 Martha E. Ham, by her legal guardian  
 Kyle S. Hamilton

\_\_\_\_\_  
 Tonjua Gray