

**NEW YORK UROLOGIC INSTITUTE
ASSOCIATE PARTNER PRACTICE AGREEMENT**

This ASSOCIATE PARTNER PRACTICE AGREEMENT ("Agreement") is entered into as of the 4th day of April, 2008 (the "Effective Date") by and between YCMD, P.C., a New York professional corporation d/b/a New York Urologic Institute ("NYUI") and David Shusterman, M.D., presently residing at 301 Elizabeth Avenue, Cranford, New Jersey 07016 ("Physician").

WITNESSETH:

WHEREAS, NYUI is a New York professional corporation that maintains a medical group practice operating in the State of New York;

WHEREAS, Physician holds an unrestricted license to practice medicine in the State of New York; and

WHEREAS, NYUI and Physician desire to enter into a services relationship whereby Physician will be engaged by NYUI to practice medicine for the benefit of NYUI.

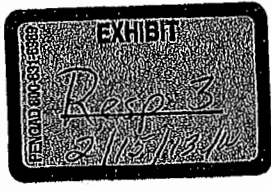
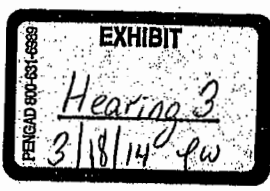
NOW, THEREFORE, in consideration of the mutual premises, terms, conditions, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
PROFESSIONAL AND ADMINISTRATIVE DUTIES**

Section 1.1. Engagement of Physician. NYUI hereby engages Physician to practice medicine on NYUI's behalf commencing on April 4, 2008, or such other date mutually agreed upon in writing (the "Commencement Date"), in accordance with the terms set forth herein. Physician's principal professional and administrative duties and responsibilities shall be those that are usual and customary for a Physician rendering professional services for the benefit of NYUI and shall include, but not be limited to, the following:

(a) Professional Medical Services:

- i. Delivering quality professional medical services to patients serviced by NYUI as reasonably directed by NYUI;
- ii. Providing Physician coverage at a location or locations of NYUI (the "Practice Site(s)") as reasonably directed by NYUI;
- iii. Providing on-call as well as other medical facility coverage as arranged with other physicians of NYUI;



iv. Participating in federal and state reimbursement programs, Blue Cross/Blue Shield, and other commercial insurance, and under the plan of any health maintenance organization, preferred provider organization or other health benefit program with which NYUI may contract or affiliate; and

v. Supervising and providing medical direction, supervision and/or collaboration in accordance with the requirements of applicable New York State laws and regulations to persons who render professional services at the Practice Site(s).

(b) Administrative Services:

- i. Coordinating medical care rendered at the Practice Site(s);
- ii. Completing in a timely manner all applications, forms or records necessary to permit NYUI to bill for and receive reimbursement for Physician's professional medical services from patients and third-party payors; and
- iii. Performing such other administrative duties as may be reasonably requested by NYUI, in consultation with the Physician, from time to time.

Section 1.2. Physician's Professional Time. The Physician shall devote the Physician's professional time related to the rendering of urologic medical services to the business of NYUI; provided, however, that Physician shall be permitted to:

- (a) Complete his current professional commitments as soon as possible but in any event no later than December 31, 2008; and
- (b) Teach, participate in conferences, lectures, consulting activities or in the publication of medical books, medical articles or other medical publications; review legal cases; provide expert testimony in legal matters; and provide services for moonlighting positions and public health endeavors.

The permitted activities described above shall be collectively known as "Permitted Outside Activities". All revenue or compensation paid to the Physician for any Permitted Outside Activities shall belong exclusively to the Physician.

Section 1.3. Physician's Provision of Services. The Physician shall not at any time render services on behalf of NYUI at any location or in any other manner that is impermissibly discriminatory with regard to race, color, creed, sex, age or ability to pay for those services or in any other manner prohibited by applicable law. The Physician shall provide all medical services in a competent, professional and ethical manner, in accordance with prevailing standards of medical practice, and all applicable statutes, regulations, rules, orders and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction.

Section 1.4. Licensure/Board Certification/Registrations. Physician shall maintain a valid and unlimited license to practice medicine in the State of New York and shall remain Board

Certified in Urology. Physician has and will maintain all customary narcotics, pharmaceutical, medications, and controlled substances registration and licenses. Physician shall maintain and keep current the Physician's personal profile with the New York State Department of Health in accordance with the New York Patient Health Information and Quality Improvement Act of 2000 as amended (the "Physician Profile").

Section 1.5. Malpractice Insurance. Physician shall: (i) qualify to obtain and maintain malpractice insurance at standard or better rates from Medical Liability Mutual Insurance Company, Physicians' Reciprocal Insurers or a different insurer approved by NYUI; (ii) cooperate with NYUI in obtaining and in renewing malpractice coverage; and (iii) provide the designated malpractice insurer with information required from the Physician when and as required, including information about potential or actual claims.

Section 1.6. No Claim to Revenues. Except for Permitted Outside Activities, all revenue and other things of value received or realized as a result of the performance of professional services by Physician or under Physician's direction or realized from other medically-related patient care activity of the Physician (whether or not related to services rendered for patients of NYUI or some other person or entity) shall belong to or be paid and delivered to NYUI.

Section 1.7. Disclosed Prior Claims. Other than as expressly disclosed as set forth on Schedule 1.7 hereof, Physician covenants, represents, and warrants to NYUI that:

(a) Physician has not been excluded, barred or restricted for any time-period from any Medicare, Medicaid, or other federal health care program nor is any such action currently pending or, to the best of Physician's knowledge, threatened;

(b) Physician has not had Physician's license to render professional medical services suspended or revoked in any state or jurisdiction or been reprimanded, sanctioned or disciplined by any licensing board nor is any such action currently pending or, to the best of Physician's knowledge, threatened;

(c) Physician has not been denied membership or reappointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Physician has ever been, suspended, curtailed or revoked nor is any such action currently pending or, to the best of Physician's knowledge, threatened; and

(d) Physician has not been convicted of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct nor is any such action currently pending or, to the best of Physician's knowledge, threatened.

Section 1.8. Reporting Adverse Actions.

(a) Physician will notify NYUI in writing within two (2) working days of Physician's knowledge of any disciplinary, peer review, professional review investigation, proceeding or action or any other actual or pending adverse action (whether or not such action has been finalized) taken by any hospital, or other medical facility licensed in accordance with

Article 28 of the New York Public Health Law (a "Medical Facility"), any insurance company, health maintenance organization, preferred provider organization, governmental agency, medical review board, professional review organization or any other third party against Physician which could reasonably be construed to potentially affect the ability of Physician to provide the services required of Physician hereunder or otherwise affect the reputation of NYUI. This provision includes, without limitation, the reporting of any of the following:

i. any malpractice suit, claim (whether or not filed in court), settlement, allegation, judgment, verdict or decrees against Physician;

ii. any criminal complaint, indictment or criminal proceeding in which Physician is named as a defendant or a material witness;

iii. any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against Physician for filing false health care claims, violating anti-kickback laws, or engaging in other billing improprieties.

iv. any report filed with the New York State Department of Health, Office of Professional Medical Conduct, the National Practitioner Databank, the National Healthcare Integrity and Protection Databank regarding Physician, or any notification of any report being submitted by a third-party to the Physician Profile;

v. any inquiry or any investigation or proceeding based on any allegation, against Physician, of violating professional ethics or standards or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of medicine; or

vi. any denial or withdrawal of an application in any state for licensing as a physician, for medical staff privileges at any hospital, ambulatory surgical center or other Medical Facility, for board certification or recertification, for participation in any third-party payment program, for state or federal controlled substance abuse registration, or for malpractice insurance.

Section 1.9. Ownership Interest. Physician acknowledges that, as an "Associate Partner" he currently has no ownership interest in NYUI and Physician agrees that he shall not hold himself out to any third party as an owner of NYUI. If this Agreement has not otherwise terminated, NYUI shall extend an offer for Physician to become a stockholder of NYUI at the earlier of: (i) the Physician treating five hundred and or (500) patients per month; or (ii) 1/1/2009, providing the Physician is employed full time by NYUI according to the terms of this contract.

Section 1.10. Lack of Restrictions. Physician covenants, represents and warrants to NYUI that he is under no contractual or other restrictions or obligations that are inconsistent with Physician's execution of this Agreement, the performance of his duties hereunder or the other rights of NYUI hereunder. Physician hereby agrees to indemnify and hold NYUI harmless from and against any and all claims, litigation, damages, liability, costs and expense (including reasonable attorneys' fees) arising out of, relating to or in consequences of the breach of this representation and warranty.

ARTICLE II
OBLIGATIONS OF NYUI

Section 2.1. Practice Site(s). Subject to the terms hereof, NYUI shall grant Physician access to the Physician's Practice Site(s) and provide such equipment, supplies and staff as may be reasonably necessary for the efficient operation of such Practice Site(s) as determined by NYUI. Physician shall not use the Practice Site(s) for any purpose not contemplated herein without NYUI's prior written authorization.

Section 2.2. Compensation. In consideration of all of Physician's professional and administrative services rendered hereunder, NYUI shall pay to Physician compensation calculated pursuant to Exhibit A annexed hereto. All compensation shall be payable in accordance with the general practice of NYUI for professional compensation and shall be subject to the customary withholding tax and other employment taxes as required with respect to compensation paid by NYUI to an employee. In the event that any payment to Physician pursuant to this Agreement, including but not limited to expense reimbursement, is ultimately determined by the Internal Revenue Service to be nondeductible by NYUI, Physician shall repay to NYUI an amount equal to the amount disallowed as a deduction as well as any penalties or interest thereon, and any such amount may be offset in NYUI's discretion against any amounts payable by NYUI to Physician.

Section 2.3. Fringe Benefits. Physician shall be entitled to participate in all fringe benefits specified in NYUI's personnel policies, as amended from time to time. The cost of all fringe benefits provided to Physician or paid for on Physician's behalf, including but not limited to all employee welfare benefit plans and employee pension benefit plans, whether or not covered by the Employee Retirement Income Security Act of 1974 (ERISA), shall be considered part of the Physician's compensation paid in accordance with Section 2.2 above.

Section 2.4. Authorized Time Off. Physician shall be allowed such number of weeks away from work per year for vacation and professional education in accordance with policies as shall be adopted and amended by NYUI.

Section 2.5. Reimbursement of Expenses. Physician shall be subject to expense reimbursement policies adopted and amended by NYUI.

Section 2.6. Professional Liability Insurance. NYUI shall provide "occurrence-based" professional liability insurance for Physician with coverage amounts not less than \$1,300,000 per incident and \$3,900,000 in the aggregate, or if greater, the amount required by law, naming both NYUI and Physician as insured. Physician shall be furnished with a certificate of coverage.

Section 2.7. Professional Protocols and Procedures. NYUI shall establish or approve all procedures, protocols and policies to be followed by physicians and other providers. These policies, procedures and protocols shall be consistent with the requirements of law and prevailing standards of professional practice.

Section 2.8. Billing, Collections and Accountings. NYUI shall bill, collect and account for all professional fees and other practice revenues and expenses, in accordance with its policies and procedures adopted and amended from time to time, in its discretion, including without limitation procedures for the referral of delinquent accounts to collection agencies and attorneys for collection and for the writing off of accounts considered by NYUI to be non-collectible.

ARTICLE III BILLING AND ASSIGNMENT

Section 3.1. Assignment to NYUI. NYUI shall be exclusively entitled to bill and collect for all fees for Physician's professional services rendered to patients on behalf of NYUI during the term of this Agreement. Physician hereby assigns to NYUI all rights to such fees for such professional services. If any fees are received by Physician, said amounts shall be promptly turned over to NYUI.

Section 3.2. Indemnification. Physician shall indemnify and hold NYUI harmless from any and all claims by patients, Medicare, Medicaid or other third-party payors by reason of any documentation, billing, coding or payment error attributable to services rendered by Physician during the term of this Agreement. NYUI shall indemnify and hold the Physician harmless from any and all claims by patients, Medicare, Medicaid or other third-party payors by reason of any documentation, billing, coding or payment error attributable to services rendered by Physician in the event that NYUI makes a billing error or exercises its right to edit and correct CPT coding pursuant to Section 3.4.

Section 3.3. Physician Cooperation. Physician agrees to cooperate with NYUI in maintaining and providing customary medical, financial, administrative and other records as may be needed or desired by NYUI or as required and/or allowed by law.

Section 3.4. Power of Attorney. Physician grants a limited power of attorney to NYUI to carry out the intent of this Article III. Physician grants to NYUI the right to edit and correct CPT coding based upon Physician's documentation in order to comply with CPT coding guidelines with the review of the Physician.

Section 3.5. Survival of Termination. The provisions of this Article III shall survive termination of this Agreement.

ARTICLE IV TERM AND TERMINATION

Section 4.1. Term. This Agreement shall be effective as of the Effective Date hereof and shall continue thereafter unless and until terminated as provided herein.

Section 4.2. Termination.

(a) Either party may terminate this Agreement at any time upon sixty (60) days' prior written notice for any reason or no reason. ~~NYUI, in its discretion, may elect for Physician to cease performing services for NYUI for all or a portion of the 60 day notice period, in which~~

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~~event the deemed "date of termination" for the purposes of determining the commencement of the period for full collections (described in Exhibit A) shall be the last date on which Physician performs patient services on behalf of NYUI.~~ WJ

(b) **Disability.** This Agreement shall terminate upon the inability of the Physician, for whatever reason (e.g., disability) to perform Physician's Regular Duties (as defined below) with or without a reasonable accommodation for a consecutive period of three (3) months, or a period of nine (9) months in aggregate during any consecutive eighteen (18) month period; provided, however, that nothing in this Section 4.2(b) shall prohibit NYUI's right to terminate Physician upon sixty (60) days' notice as provided above. For purposes hereof, "Regular Duties" shall mean the Physician's performance of substantially all of Physician's professional and administrative duties as rendered by Physician for the benefit of NYUI in accordance with Physician's historical experience prior to the occurrence of the alleged inability.

i. If NYUI wishes to terminate this Agreement pursuant to Section 4.2(b), above, due to the disability of the Physician, NYUI shall give written notice of its intent to terminate ("Disability Termination Notice") to the Physician. If the Physician does not agree with such determination of disability, then, within ten (10) days of receipt of the Disability Termination Notice, the Physician may demand (by written notice) that a determination of disability under this Section 4.2(b) be made in accordance with the following procedure:

(1) Each party shall select an independent physician who shall examine the Physician. The mutual agreement of the two examining physicians shall control, and their decision shall be binding. Each party shall bear one-half (1/2) the aggregate cost of the two examinations and the reporting thereof.

(2) If the two physicians cannot agree, the examining physicians shall select a third physician to examine the Physician. The majority opinion of such three physicians shall control, and their decision shall be binding. The party for whom the majority opinion of the examining physicians did not agree shall bear the cost of selecting the third physician by the initial two (2) examining physicians and the cost of such examination and reporting thereof by the third physician selected.

(3) Notwithstanding the foregoing, the disability of the Physician shall be conclusively demonstrated in the event that the Physician applies for and is granted disability benefits under any long-term disability insurance policy.

ii. If the Physician does not timely demand the determination of disability be made in accordance with the foregoing procedure, this Agreement shall terminate effective upon the lapse of ten (10) days following the Disability Termination Notice.

iii. If the Physician timely demands the determination of disability be made in accordance with the foregoing procedure, this Agreement shall terminate effective upon the issuance of written notice of the decision of the examining physicians that the Physician is/was disabled in accordance with this Section 4.2(b).

(c) Termination of Physician. NYUI may terminate this Agreement immediately, upon written notice to the Physician, for any of the following reasons:

- i. The Physician failing to maintain an unrestricted license to practice medicine in the State of New York;
- ii. Upon the death of the Physician;
- iii. The conviction of the Physician, plea of guilty to, or plea of no contest to, any felony, or any misdemeanor involving fraud, dishonesty, embezzlement or an act of moral turpitude;
- iv. In the event the Physician is suspended, prohibited or barred temporarily or permanently from any federal or state health care programs as defined in the Social Security Act, including but not limited to the Medicare, Medicaid, or Workers' Compensation programs for a period in excess of fifteen (15) business days;
- v. The Physician's material breach of any provision of this Agreement, and failure to cure such breach within ten (10) days of written notice of such breach;
- vi. The Physician is found to have committed, or consents to a determination of, professional misconduct or unprofessional conduct by any board, institution, organization or professional society having any privilege or right to pass such judgment upon the conduct of the Physician;
- vii. Dissolution and liquidation of NYUI (other than as part of a reorganization, merger or consolidation whereby the business of NYUI is continued);
- viii. The inability of NYUI to obtain or maintain professional liability insurance on the Physician with coverage limits and premium amounts consistent with other physicians of NYUI, unless the Physician agrees to be personally responsible for any premium amounts in excess of those consistent with other physicians of NYUI; or
- ix. The abuse or habitual use of alcohol or other drugs by Physician which in the reasonable opinion of NYUI impairs, or may in the future impair, the ability of the Physician to provide the services required by Physician under this Agreement, or which may otherwise have an adverse impact on NYUI.

Section 4.3. Effect of Termination. Upon termination of this Agreement, the following shall occur:

(a) If, for whatever reason, an "occurrence-based" professional malpractice insurance policy was not maintained at all times during the term of Physician's employment, then, in that event, the Physician shall maintain at Physician's expense, professional malpractice insurance, including reporting endorsement ("tail") coverage, regarding the professional services provided by the Physician during the period of employment hereunder. In the event Physician fails to maintain such coverage, NYUI may elect to obtain the reporting endorsement insurance, or, at its discretion, vicarious liability insurance, and shall be entitled to reduce any payments due

Physician by an amount equal to the premium paid for such reporting endorsement insurance or vicarious liability insurance and/or seek recourse directly against Physician to recover the cost of such insurance.

(b) Physician shall timely complete all forms and records necessary to permit NYUI to bill for and receive reimbursement for professional medical services from patients and third-party payors.

(c) Physician shall be entitled to receive "tail collections" as described in Exhibit A unless (i) Physician fails to provide proper notice pursuant to Section 4.2(a), (ii) NYUI terminates Physician pursuant to Section 4.2(c), or (iii) Physician breaches his obligations set forth in Article V, in which events Physician shall forfeit his rights to such tail collections.

(d) Physician shall deliver to NYUI any and all property owned or leased by NYUI, all NYUI Proprietary Information (as defined below) and all Confidential Information (as defined below) that may be in Physician's possession or under his control.

ARTICLE V CONFIDENTIALITY AND RESTRICTIVE COVENANT

Section 5.1. Proprietary and Confidential Information/Patient Records.

(a) Physician agrees that all property in Physician's possession belonging to NYUI, including without limitation, all documents, reports, patient records, manuals, memoranda, computer printouts, patient lists, credit cards, keys, identification, products and all other property relating in any way to the business of NYUI (the "NYUI Proprietary Information") is the exclusive property of NYUI, even if Physician authored, created or assisted in authoring or creating, such property. In addition, Physician will retain copyrights to all articles authored by Physician on Physician's personal time.

i. Physician shall return to NYUI all such NYUI Proprietary Information immediately upon termination of employment or at such earlier time as NYUI may request.

ii. Physician may not use any name, trademark, logo or image used by NYUI in any subsequent practice with which Physician may be associated, affiliated, or connected in whatever capacity.

iii. Patients' medical records shall be and at all times shall remain in the possession and control of NYUI, and Physician shall acquire no property interest therein and shall return any such records to NYUI upon termination of employment; *provided, however*, upon termination of employment of Physician, the patient can authorize release of his or her medical records to the Physician.

(b) "Confidential Information" means information that is proprietary to NYUI or entrusted by others to NYUI. Confidential Information includes, but is not limited to,

information relating to business plans and to business as conducted or anticipated to be conducted, and to past or current or anticipated services or procedures. Confidential Information also includes, without limitation, information concerning research, development, purchasing, accounting, marketing and services. All information designated by NYUI as confidential is Confidential Information, whether or not originated by Physician and without regard to the manner in which Physician obtains access to this and any other proprietary information, and whether or not any such information would be enforceable as a trade secret or the copying of which would be restrained or enjoined by court as constituting unfair competition. Physician will not during or subsequent to the termination of Physician's employment under this Agreement use or disclose, other than in connection with Physician's employment with NYUI, any Confidential Information to any person not employed by NYUI or not authorized by NYUI to receive such Confidential Information without the prior written consent of NYUI. Physician will use reasonable and prudent care to safeguard and protect and prevent the unauthorized use and disclosure of Confidential Information.

(c) If Physician possesses any proprietary information of another person or entity as a result of prior employment or relationship, Physician shall honor any legal obligation that Physician has with that person or entity with respect to such proprietary information.

(d) The Physician hereby covenants to hold all Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996, commonly referred to as HIPAA, in strict confidence, and, except as permitted under Federal or New York State law, the Physician shall not disclose, communicate, or disseminate the Protected Health Information to any third party.

(e) The Physician hereby warrants that the Physician further understands and agrees that should the Physician violate any obligation under this Section 5.1, the Physician can and will be subject to immediate dismissal for cause without recourse and to such other remedies in law or equity as may be determined by a court of competent jurisdiction. Furthermore, the Physician agrees to indemnify and hold harmless NYUI, its members, managers, officers and other agents from any and all liability, damages, losses, expenses, costs or loss of any kind, including reasonable attorney's fees, in excess of insurance coverage available to NYUI arising from the Physician's breach of Physician's obligations under this Section 5.1.

Section 5.2. Restrictive Covenants: Non-Solicitation.

(a) During the term of this Agreement, except as otherwise provided in Section 1.2, Physician agrees that Physician shall not engage, directly or indirectly, as principal, agent or employee, in the practice of medicine other than on behalf of NYUI. Further, subject to the provisions of Section 1.2, the Physician agrees that during the term of this Agreement, Physician shall not solicit or treat any patients of NYUI other than on behalf of NYUI.

(b) During the term of this Agreement and for a period of two (2) years thereafter, Physician agrees that Physician shall not directly or indirectly: (i) solicit for employment; (ii) assist anyone else in the solicitation of employment; (iii) knowingly hire; or (iv) assist anyone else to knowingly hire, any then current physician of NYUI or any current employee, leased

worker, supplier or agent affiliated with NYUI to become employed by any business enterprise with which the Physician may then be associated, affiliated or connected in whatever capacity; or which is competitive with NYUI's practice of medicine.

(c) For a period of two (2) years following termination of this Agreement for any reason, the Physician shall not practice urology within 10 blocks of the then current NYUI Practice Sites.

Section 5.3. Enforcement of Physician's Obligations.

(a) NYUI and the Physician acknowledge and agree that in the event of the Physician's breach of any provision of the restrictive covenants contained in this Article V, NYUI, following written notice and three (3) days opportunity to cure, if such breach may reasonably be cured, shall be entitled, as a matter of right, to injunctive or such other relief as a competent court of equity shall determine, without the requirement of posting bond or security, enjoining the Physician and any other person, firm or NYUI from breach or continued breach of any of the provisions of this Article V, and, in addition, NYUI shall be entitled to recover its reasonable attorneys fees incurred in enforcing its rights under this Section. Furthermore, NYUI shall be entitled to recover any actual damages already incurred by NYUI.

(b) Physician expressly agrees that the restrictions in this Article V are reasonable and will not impede him in the practice of urology in the event of termination of this Agreement, and that this Article V is necessary and reasonable to protect NYUI in the conduct of its business. In the event that it is finally determined by a court of competent jurisdiction that any provision contained in this Article V is unreasonable in either geographic area or time, or both, such provision shall not be deemed invalid, but shall instead be limited by such court to the largest geographic area and the largest enforceable time period permitted by law, and, as so determined, shall be binding on the parties.

Section 5.4. Survival. This Article V shall survive termination of this Agreement for any reason.

**ARTICLE VI
MISCELLANEOUS**

Section 6.1. Entire Agreement; Modification. This Agreement constitutes the entire Agreement of the parties concerning the subject matter hereof and supersedes all previous representations, understandings and agreements of the parties, whether oral or written, concerning same. This Agreement may only be modified by a written document signed by the parties hereto.

Section 6.2. Headings. Section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 6.3. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

Section 6.4. Notices. All notices, demands and other communications hereunder shall be written and shall be deemed to have been duly given if delivered in person or mailed by certified mail, postage prepaid, to the address set forth below:

To NYUI:

New York Urologic Institute
1664 East 14th Street, Suite 101
Brooklyn, NY 11224

To the Physician:

David Shusterman, M.D.
301 Elizabeth Avenue
Cranford, NJ 07016

or to such other address as either party may designate by notice to the other. Notices delivered in person shall be deemed delivered on the date of delivery and notices mailed, as aforesaid, shall be deemed delivered forty-eight (48) hours after the date mailed. Rejection or other refusal to accept or inability to deliver because of a change in address of which no notice was given shall be deemed to be a receipt of the notice, request or other communication. Any notice, request or other communication required or permitted to be given by any party may be given by such party's legal counsel.

Section 6.5. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that this Agreement may be assigned to any legal successor entity of NYUI without the consent of the Physician

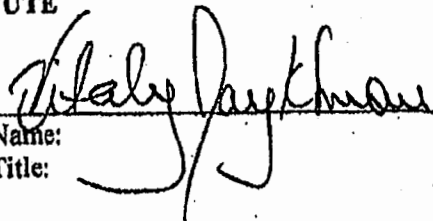
Section 6.6. Governing Law and Disputes. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted and enforced in accordance with the laws of the State of New York. The parties shall act in good faith to resolve any controversy or claim arising out of or relating to this Agreement. In the event the parties are unable to resolve the dispute, the matter (except for requests for injunctive relief, which may be made to any court of competent jurisdiction) shall be submitted to the by the American Health Lawyers Association (the "AHLA"), in accordance with the rules and auspices of the AHLA Alternative Dispute Resolution Service, for binding arbitration, and settled by a hearing to be held in Kings County, New York. In the event such service is no longer available through the AHLA, the matter shall be submitted to the American Arbitration Association ("AAA"). The parties shall use a single arbitrator mutually selected by the parties, if they can mutually agree; otherwise the arbitrator shall be selected by the AHLA (or AAA as appropriate). Each party to this Agreement agrees to consider himself or itself bound and to be bound by any award or decision made by the arbitrators pursuant to this subsection. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that the arbitrator may award reasonable costs and attorney's fees to the prevailing party.

Section 6.7. Severability. If any portion or portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

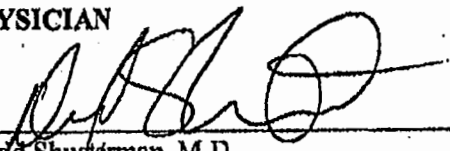
Section 6.8. Counterparts. This Agreement may be executed in one or more counterparts, and/or by facsimile signature, each of which shall be deemed an original, and such counterparts shall together constitute but one and the same agreement, binding upon all the parties hereto, notwithstanding that all the parties are not signatories to the original of the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

YCMD, P.C., d/b/a NEW YORK UROLOGIC INSTITUTE

By: 
Name:
Title:

PHYSICIAN


David Shusterman, M.D.

SCHEDULE 1.7

LIST OF PENDING ACTIONS OR PROCEEDINGS

EXHIBIT A**TERMS OF COMPENSATION**

As compensation for his services hereunder, Physician shall receive:

1. Fifty Percent (50%) of Net Collections for patient services performed by Physician;
2. Seventy Five Percent (75%) of Net Collections for surgeries performed by Physician; and
3. Seventy Five Percent (75%) of Net Collections for procedures performed by Physician in office at the Practice Sites (including CPT Codes 52000 to 56000).

"Net Collections" shall be defined as the total collections received by NYUI less (i) refunds and repayments, and (ii) NYUI's cost for disposable equipment related to such services, in connection with the professional component of direct physician care services which are personally provided by Physician (but not for the technical component of any services) and shall specifically exclude the provision of any services which are defined as "Designated Health Services" under the federal Ethics in Patient Referrals Act, also known as the Stark Law, 42 U.S.C. 1395nn, other than those performed by Physician.

Upon termination of this Agreement, except as otherwise provided in Section 4.3(c), NYUI shall pay to Physician "tail collections" of the Net Collections received by NYUI for services rendered by Physician for a period of twelve (12) months from the date of termination. Such "date of termination" shall be the earlier of the effective date of termination or the deemed date of termination as provided for in Section 4.2(a).