

**EMPLOYMENT AND FUTURE OWNERSHIP AGREEMENT**

Employment Agreement ("*Agreement*") made as of this 1<sup>st</sup> day of January, 2010, by and between [REDACTED] RADIATION ONCOLOGY, P.C. a New York professional service corporation (sometimes referred to as the "*Corporation*", "*Employer*" or "*Practice*"); and [REDACTED], M.D., a Board Certified Radiation Oncologist licensed as a physician and surgeon in the State of New York ("*Employee*" or "*Oncologist*") residing at [REDACTED], Apartment 10B, New York, NY 10023. The persons, associations and/or entities herein listed may be referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

Corporation has determined that your employment as a highly qualified physician specializing in Radiation Oncology is in the best interest of Corporation, its patients and the community. Therefore, Corporation desires to engage Oncologist to provide medical services to Corporation and to patients in the community served by Corporation and wishes to assure itself of the services of Oncologist, and Oncologist is willing to provide services under the terms and conditions described herein. This Agreement supersedes all prior employment agreements, letters and understandings, if any between Corporation and Oncologist.

In consideration of the mutual covenants, conditions and providing contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

**I. Duties and Responsibilities**

A. Engagement. Corporation hereby retains Oncologist to provide professional medical services for the Corporation's patients and Oncologist hereby accepts such engagement upon the terms and conditions set forth in this Agreement.

B. Representations, Warranties and Covenants: The Oncologist represents, warrants and covenants that at all times throughout the term of this Agreement, he will:

- (i) use his best efforts to discharge his duties and responsibilities under this Agreement in accordance with professional medical standards and ethical principles;
- (ii) not, without the prior written consent of Corporation, engage in any other business or professional activities (other than as a passive investor), whether or not such business or professional activity is pursued for gain, profit or other pecuniary advantage. Corporation will not unreasonably withhold its consent to activities which do not compete with Corporation (or the Practice Entity) or interfere with the Oncologist's duties hereunder. Corporation reserves the right, upon written notice, to revoke such consent if it reasonably determines that such activity competes with Corporation or that the Oncologist's continued participation in such activity interferes with the Oncologist's duties hereunder. In the event Employee derives any income from an unapproved practice, business or activities in violation of this paragraph, Employee agrees that all such income shall belong to the