

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is dated as of September 8, 2016 ("Effective Date") and is by and between [REDACTED]ro College, [REDACTED]0 [REDACTED]e., New York, New York 10018 (hereinafter, "Touro") and [REDACTED]rt [REDACTED]rg, [REDACTED] [REDACTED]go Lane, Short Hills, New Jersey 07078 (hereinafter, "Employee" or "Dr Goldberg").

WHEREAS, Touro desires to employ Employee and Employee desires to be employed by Touro upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Touro and Employee agree as follows:

1. EMPLOYMENT TERM

1.1 Position. Touro hereby appoints Employee as Advisor to the Senior Vice President and Director of Strategic Medical Initiatives at its campus located at 500 Seventh Avenue, New York, NY 10018 ("Headquarters"). Employee's employment shall be governed by the terms and conditions of this Agreement and, Touro's Employee Handbook for Administrative Personnel (the "Employee Handbook").

1.2 Duties. The duties to be performed by Employee as Advisor to the Senior Vice President and Director of Strategic Medical Initiatives shall include all duties and responsibilities customarily associated with such position, including, but not limited to, developing acquisition targets (e.g. New York College of Podiatric Medicine; Harlem Hospital School of Imaging Sciences; other initiatives as agreed to between Employee and Touro as worthy initiatives, etc.); developing rotational sites for medical and pre-medical students; and those duties and responsibilities contained in the Job Description annexed to this Agreement. See Exhibit A. Employee shall report to Senior Vice President, Michael Newman (the "Senior Vice President").

1.3 Term. The term of this Agreement shall start from the Effective Date and end on June 30, 2017 (the "Term"). Touro shall have the sole and absolute right to determine whether to reappoint Employee through December 31, 2017. This determination will be made, in part, based upon Employee's performance, as well as other factors as determined in the sole and absolute discretion of Touro. In the event that Touro chooses not to reappoint Employee, or fails to give notice thereof, or in the event that Employee elects not to accept such reappointment then Employee's employment shall cease at the end of the Term, and Employee will be entitled to, after good and collegial service to Touro and promoting harmony in its ranks, separation pay in the form of and an amount equal to 26-weeks salary and all accrued vacation pay. If Touro elects to reappoint Employee through December 31, 2017, and Employee accepts, all of the terms and conditions of this Agreement shall apply during the new term. In the event that Employee's appointment is renewed (and Employee accepts) through December 31, 2017, at Touro's sole and absolute discretion, Touro may elect to reappoint Employee for an additional 6-month term expiring on June 30, 2018 ("Renewals"), which appointment Employee may or may not accept. At the termination of Employee's employment he shall receive all accrued vacation pay.

