

EMPLOYMENT AGREEMENT

Agreement made this 31st day of August 2015, between House
New York [REDACTED] and House Calls, with offices at P.O. Box [REDACTED]
(hereinafter referred to as the "EssenMed"), and Mark [REDACTED]ski, M.D., D.O., residing at [REDACTED]
[REDACTED] Drive, [REDACTED]ide, NY 11572 (hereinafter referred to as the "Physician").

WITNESSETH:

WHEREAS, Physician desires to practice medicine as an employee of EssenMed; and

WHEREAS, EssenMed desires to employ Physician upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions herein contained, EssenMed and Physician hereby agree as follows:

1. EMPLOYMENT. EssenMed agrees to employ Physician and Physician agrees to serve EssenMed as a licensed physician in the specialty of Family Medicine, upon the terms and conditions hereinafter set forth (the "Services"). The parties agree that notwithstanding any provisions herein to the contrary, Physician shall not be required to provide services to EssenMed's patients prior to October 1, 2015 (the "Services Date") and EssenMed shall not be required to provide any compensation or benefits to Physician for periods prior to the Services Date. Physician agrees that notwithstanding EssenMed's agreement to permit him to delay providing services until the Services Date, the Agreement shall commence as of the date hereof and Physician shall not seek employment with any other entity during the period between the date hereof and the Services Date for the provision of services during periods after the Services Agreement. Physician further understands and agrees that EssenMed is foregoing its search for a new physician based on his execution of this Agreement and that EssenMed will be harmed if he breaches this Agreement.

2. TERM.

The term of this Agreement shall be from the date hereof and shall continue until such date which is three (3) years after the Services Date (the "Initial Term"), unless this Agreement is otherwise terminated as hereinafter provided. The Agreement shall automatically renew for one-year terms unless either Party serves the other with a written notice of its intention not to renew at least sixty (60) days in advance of the end of the then-current term.

3. REPRESENTATIONS AND WARRANTIES. Physician represents and warrants to EssenMed that, as of the date hereof:

(a) he is a physician duly licensed and registered to practice medicine in the State of New York with a specialty in Family Medicine;

(b) he is board eligible to practice Family Medicine by the [American Board of Family Medicine/American Osteopathic Board of Family Physicians];

(c) he is a certified provider in the Medicare and Medicaid programs;