

## MEMORANDUM OF AGREEMENT

This binding Memorandum of Agreement (the "Memorandum") is made this **24** day of, 2008, by and between the University of Medicine and Dentistry of New Jersey ("UMDNJ"), on behalf of itself and the New Jersey Medical School ("NJMS"), and University Physician Associates of New Jersey, Inc., a New Jersey non-profit corporation ("UPA," and together with UMDNJ and NJMS, the "Parties").

WHEREAS, UMDNJ and UPA previously entered into an Affiliation Agreement dated October 10, 1990 and signed on April 8, 1991 (the "Affiliation Agreement"), as amended by an Addendum to Affiliation Agreement executed on April 8, 1998 (the "Addendum", and together with the Affiliation Agreement, the "Current Agreement"), for the establishment and conduct of a faculty practice program (the "Plan") at UMDNJ-NJMS; and

WHEREAS, the Parties agree to modify and amend the Current Agreement and, to the extent necessary, all other documents and agreements governing the Parties' relationship and the operation and management of the Plan as may be required to effectuate and implement the terms and provisions set forth in this Memorandum.

NOW, THEREFORE, in consideration of the premises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, it is hereby mutually agreed as follows:

1. General.

- A. Binding Memorandum. The Parties are entering into this binding Memorandum in order to set forth the basis for their ongoing affiliation, with the understanding that the terms contained herein will modify and amend the Current Agreement. To the extent any express terms of this Memorandum conflict with the Current Agreement, this Memorandum shall prevail. In all other respects, the rights of the NJMS clinical faculty with respect to their clinical revenues, the Current Agreement, and UPA's By-Laws and Rules and Regulations shall remain in effect. Any terms not specifically defined herein shall have the same meaning as defined in the Current Agreement.
- B. Relationship of Parties. The Parties shall fully cooperate with each other in accordance with this Memorandum and observe good faith towards each other in all matters affecting their dealings hereunder and interests herein.
- C. Related Documents. The Parties agree and acknowledge that it may be necessary for each to amend certain documents and agreements governing their operations, including, but not limited to, UPA's By-Laws, UPA's Rules and Regulations, UMDNJ and NJMS By-Laws, and NJMS faculty appointment letters (the "Related Documents"). The Parties agree to take such actions as may be reasonably necessary or required to effectuate the amendment of the Related Documents in order to accomplish the purposes set forth in this Memorandum, provided however that the parties shall not be required to take any action that shall conflict with, interfere with, or violate any state or federal statute or regulation.

2. Term; Performance Criteria; Termination for Cause; Other Remedies.

- A. Term. The remaining term of the Current Agreement, as amended by this Memorandum, shall be ten (10) years (the "Term") from the effective date which shall be the first (1st) day of the month following the full execution of the Memorandum and approval by UPA's Board of Directors and UMDNJ's Board of Trustees (the "Effective Date").
- B. Renewal Term. Eighteen (18) months before the expiration of the Term, the Parties shall in good faith enter into negotiations for a possible renewal term (a "Renewal"). Any such Renewal term shall be for five (5) years.
- C. Performance Criteria.
- (i) The Parties will establish and set forth in writing mutually agreed upon criteria and/or benchmarks governing the performance of their respective obligations pursuant to the Current Agreement as modified by this Memorandum (the "Performance Criteria"). The Performance Criteria shall take into account the geographic location of the Parties and the historic payor mix associated therewith, shall be objective (as opposed to subjective), and consist of measurable and quantifiable standards of performance that each Party can and must achieve. The Parties shall agree to the Performance Criteria within one (1) year of the Effective Date. If the Parties are unable to agree to the Performance Criteria, then, within thirty (30) days of the first (1<sup>st</sup>) anniversary of the Effective Date, they shall jointly retain a mediator (the "Mediator") to evaluate and render a decision, as described below (the "Mediation Process"), with respect to the Parties' respective proposals for Performance Criteria. If the Parties are unable to agree on a Mediator, they shall each appoint one person who, together, will appoint an independent third party who shall become the Mediator. No later than sixty (60) days after his/her appointment, the Mediator shall: (i) review the Parties' respective proposals, (ii) meet with the Parties to hear their arguments in support of their proposals; and (iii) render a decision as to which of the Performance Criteria proposals is more reasonable and incorporates commercially reasonable criteria based on the Parties' respective obligations under the Current Agreement, as amended by this Memorandum (the "Mediator's Guidelines"). The Mediator shall not have the power to modify any of the proposals submitted, nor this Memorandum, but shall be required to select the entire proposal submitted by UPA or by UMDNJ. The decision of the Mediator shall be final, binding and non-appealable.
- (ii) The Performance Criteria may be revised at any time by mutual agreement of the Parties. Commencing six (6) months before each fourth (4<sup>th</sup>) anniversary of the date on which the Performance Criteria were agreed upon in writing by the Parties or determined by the Mediator (the "Performance Criteria Adoption Date"), the Parties shall have a right to review the Performance Criteria and, if any Party wishes to propose changes to the Performance Criteria it may do so in writing (a "Notice of Proposed Change"). If a Notice

of Proposed Change is served and within thirty (30) days of the fourth (4<sup>th</sup>) anniversary of the Performance Criteria Adoption Date the Parties are unable to agree either to: (a) maintain the original Performance Criteria without change, or (b) specific changes to the Performance Criteria, then the Parties shall engage in the Mediation Process. In addition to applying the Mediator's Guidelines, in order to require the adoption of any Party's proposed changes to the Performance Criteria, the Mediator must also find that there has been a material change with respect to one or more of the Parties or their operating environment so as to warrant a change in Performance Criteria.

- D. Termination for Cause. The Current Agreement, as amended by this Memorandum, may only be terminated for cause as set forth in Section VII therein and as further stated herein in connection with the Performance Criteria. A Party may terminate for cause in connection with the Performance Criteria only after the fourth (4<sup>th</sup>) anniversary of the Performance Criteria Adoption Date. "For cause in connection with the Performance Criteria" shall be defined as a material failure of a Party to achieve or adhere to the Performance Criteria applicable to that Party's obligations hereunder, provided however, that such Party's failure is not caused by the other Party's action or failure to act (for example, UMDNJ's failing to support administrative Performance Criteria that may be related to UPA billing or collection Performance Criteria or UPA's failure to submit billing claims as required by the Performance Criteria despite UMDNJ providing administrative support required by the Performance Criteria). In the event a Party identifies a material failure of a Party to achieve or adhere to the Performance Criteria (a "Breach"), a written notice (a "Breach Notice") shall be provided specifying the act(s) of Breach and the Party receiving the Breach Notice shall have five (5) months from receipt of such notice to cure the Breach (the "Cure Period").
- E. Breach Dispute Resolution Process. Within ten (10) days of receipt of a Breach Notice or a written notice sent pursuant to Section VII of the Current Agreement (a "Section VII Notice"), a meeting shall be convened of a joint dispute resolution council (the "Council") consisting of the President of UMDNJ (or another UMDNJ officer appointed by its President), the Dean of NJMS (the "Dean"), the President of University Hospital (the "Hospital"), the President of UPA, the CEO of UPA, and one other person appointed by the President of UPA. The Council shall discuss in detail the Parties' respective positions with respect to the alleged Breach or Section VII Notice, and shall appoint specific members of their respective staffs to engage in further meetings of the Parties (the "Staff Meetings") in an effort to resolve all issues relating to the alleged Breach or Section VII Notice. If the Staff Meetings have not resulted in a resolution of all issues and a withdrawal of the Breach Notice or Section VII Notice by a date that is no more than forty five (45) days before the expiration of the Cure Period, then the Council shall meet again, but no later than twenty (20) days before the expiration of the Cure Period, to further attempt to resolve all disputes relating to the alleged Breach or Section VII Notice. In the event the Breach Notice or Section VII Notice is not withdrawn before the end of the Cure Period, the Parties may avail themselves of any and all legal or equitable remedies available to them.

3. Compensation of Participants; Periodic Review of Taxes, Formulas and Practice Support; Income Reporting.

- A. NJMS Departmental Formula Process. All NJMS Departmental formulas as referenced in Section V.C. of the Current Agreement (the “Departmental Formulas”) shall comply in all respects with federal and state requirements. All NJMS Clinical faculty compensation received by each Participant from UMDNJ, including any component related to services at NJMS and/or the Hospital (or, at the direction of UMDNJ, at any hospital affiliated with UMDNJ or NJMS), and the UPA clinical practice revenues calculated pursuant to Sections 3(C)-(E) below (the “Faculty Practice Revenues”) (together, the “Total Compensation”), shall, in the aggregate, not exceed fair market value for the services provided by such Participant. In addition, to the extent consistent with then current laws and regulations, each component of the Total Compensation received by a Participant (including the Faculty Practice Revenues): (i) shall be set in advance; and (ii) not be determined in a manner that takes into account the volume or value of any referrals or other business generated by the Participant. The Parties agree that Faculty Practice Revenues paid to each Participant do not exceed fair market value for the clinical services performed, provided that the Participant performed and documented the clinical services which were billed and collected. Departmental Formulas shall be reviewed and approved by UPA and the Dean as set forth in the Current Agreement. Neither UMDNJ, NJMS nor UPA may unilaterally change (y) the percentage Allocation of Funds set forth in Section V.C of the Current Agreement, or (z) the distribution percentages or dollar amounts set forth in the Departmental Formulas.
- B. Periodic Review of Taxes and Departmental Formulas. The Departmental Formulas are to be reviewed and voted upon by the affected NJMS clinical Departments at least every two (2) years. If requested by either UPA or UMDNJ; a Department shall review its Departmental Formula once each year. Such review shall include a discussion of the Department’s faculty practice expenses and the financial support that each Party provides to the other Party, including, but not limited to, UMDNJ’s support through NJMS and the Hospital, and UPA’s support through the Allocation of Funds to the Dean and the Departments pursuant to Section V.C. of the Current Agreement.
- C. Determination of Income Subject to W-2/1099 Reporting. NJMS clinical faculty generate their own clinical practice revenues and may assign the reimbursement of those revenues to a faculty practice plan. Pursuant to the Current Agreement, reimbursement assignment is made to UPA. During the Term and any Renewal, such assignment to UPA shall continue, and UPA shall bill and collect the clinical practice revenues for all NJMS clinical faculty who are Participants in the UPA Plan pursuant to the Current Agreement. Following the end of the Term and any Renewal, a clinical faculty member’s right to determine the assignment and to assign reimbursement of his/her clinical practice revenues shall continue. Until such time as any post Term or post-Renewal assignment is determined by the NJMS clinical faculty, the then effective Departmental Formulas shall remain in effect. However, upon written notice from the CFO of UMDNJ to the CEO of UPA, which shall be no

earlier than thirty (30) days or later than sixty (60) days after the Effective Date, each Participant's clinical practice revenues (i.e., the Faculty Practice Revenues) shall be distributed in accordance with this Memorandum and reported on Form W-2 issued by UMDNJ.

- D. Special Account. The distribution of Faculty Practice Revenues to each Participant shall be calculated by UPA in accordance with the Departmental Formulas. Once each month, UPA shall provide to the CFO of UMDNJ and the Dean a detailed schedule (the "Monthly Schedule") itemizing the gross amount of the Faculty Practice Revenues and the amount to be paid to each Participant as Faculty Practice Revenues for the prior month. Simultaneously, UPA shall transfer the total gross amount of the prior month's Faculty Practice Revenues due to be distributed to all Participants to a specially designated account (the "Special Account"). The Special Account (i) shall identify the funds on deposit as Faculty Practice Revenues, (ii) shall be a trust account for the benefit of the Participants listed on the Monthly Schedule of Faculty Practice Revenues, and (iii) shall not be commingled with any other funds. The funds in the Special Account may be used for no other purpose than to fund the Faculty Practice Revenues component of each Participant's Total Compensation, as listed on the Monthly Schedule (less statutory withholdings).
- E. Distribution of Faculty Practice Revenues. UMDNJ shall calculate and effectuate the federal and state statutory paycheck withholding amounts required by law, and UMDNJ shall pay all "employer" portions of withholdings and payroll taxes. At UMDNJ's next regularly scheduled pay date that is no less than ten (10) days after deposit by UPA of the prior month's Faculty Practice Revenues into the Special Account, UMDNJ shall transfer such amount to a UMDNJ payroll account and shall include in each Participant's UMDNJ paycheck the prior month's Faculty Practice Revenues, less statutory withholdings, and distribute same to each Participant, as set forth on the Monthly Schedule. Withholdings or faculty payments for health insurance premiums or coverage shall not be calculated on or made from Faculty Practice Revenues, except to the extent any such Faculty Practice Revenues are included in the determination of benefits. Each such paycheck shall include a line item for "UPA Faculty Practice Revenues." Faculty Practice Revenues which may be payable to a Participant after the termination of his or her employment with UMDNJ shall be made pursuant to the current Departmental Formula tail policy or, if there is no such Departmental Formula tail policy, then pursuant to the current UPA default tail policy. UMDNJ shall issue year-end Form W-2s (which shall include the Total Compensation earned in the prior year, including but not limited to his/her Faculty Practice Revenues).
- F. Maintenance of the Special Account. Except in the event of extraordinary circumstances such as those stated in Section 9.E. below, or a system wide computer network interruption beyond the control of UMDNJ, in the event UMDNJ fails to: (i) maintain the Faculty Practice Revenues in the Special Account, (ii) use those funds solely for the purpose of making the required payments to the Participants, or (iii) has twice in any twelve (12) month period not distributed the funds to Participants within thirty (30) days of their deposit by UPA into the Special Account,

then upon written notice from UPA, UMDNJ shall be provided with thirty (30) days to institute a corrective action plan reasonably acceptable to UPA to rectify such acts or failures to act. If UMDNJ repeats such acts or failure to act within twelve (12) months of the acceptance of the corrective plan, then, upon written notice, UPA may appoint a trustee from a list of three (3) candidates identified by UMDNJ to oversee the administration of the Special Account and the payment by UMDNJ of the Faculty Practice Revenues as compensation to each Participant. The trustee shall be a financial institution or other organization that provides trustee and other fiduciary services to clients. The trustee's tenure shall continue until UMDNJ has not repeated such acts or failures to act for a period of six (6) consecutive months. The trustee shall report jointly to UMDNJ and UPA, and its costs shall be paid by UMDNJ.

4. Support of Clinical Practice and Departments. Within ninety (90) days of the Effective Date and within sixty (60) days of each fiscal year thereafter during the Term, UMDNJ (on behalf of NJMS and the Hospital) and UPA (on behalf of itself and Doctors Center Management Corp. ("DCMC")) shall provide each other with a report identifying the financial, personnel, space, equipment and/or other support that it has provided to each NJMS clinical Department during the prior fiscal year (the "Practice Support").

- A. In the event UMDNJ's Practice Support to the Departments decreases in the aggregate by more than ten percent (10%) in any one fiscal year as compared to the prior fiscal year ("Decreased Practice Support"), UPA may, at its option, decrease its payment to the Dean's Fund (as that term is defined in the Current Agreement) up to one-half of the total Decreased Practice Support. In determining such Decreased Practice Support, the following costs shall not be considered: (i) the closure, merger or consolidation of a Department; or (ii) the changed status of the Hospital as a component of UMDNJ.
- B. To the extent any of DCMC's Practice Support to a Department is transferred to or assumed by UMDNJ or any of UPA's Practice Support is transferred to or assumed by UMDNJ by operation of law (in each case, "New UMDNJ Practice Support"), the prior source of such funding, e.g., the Chairman's Fund or specific taxation, shall continue to fund such New UMDNJ Practice Support.

5. Reformation of UPA or Formation of UPA Affiliate. UPA may be converted to or form an affiliated New Jersey professional corporation (the "New Professional Corporation"), with the intention that the New Professional Corporation shall apply for and obtain IRS 501(c)(3) tax-exempt status as a supporting organization of UMDNJ, to enable UPA itself or its newly formed affiliate to engage in such activities as may be permitted by law. UMDNJ, including NJMS and the Hospital, agrees to support UPA's application for tax-exempt status as a supporting organization of UMDNJ.

6. Negotiation and Approval of Managed Care Contracts. UMDNJ has informed UPA that it intends to restructure the reporting relationship between the Dean and the Hospital, with the President of the Hospital reporting to the Dean. In addition, UMDNJ had informed UPA that it intends to negotiate managed care agreements on a "system" basis, i.e., on behalf of NJMS clinical faculty and the Hospital, to the extent legally permissible and to advance the respective interests of the NJMS clinical faculty and the Hospital. With these goals in mind, UMDNJ is supportive of a

managed care contracting paradigm which reports to the Dean and provides for UPA to play a major supporting role. The Dean will appoint two (2) members to a three (3) person committee to oversee the negotiation of managed care contracts on behalf of NJMS clinical faculty and the Hospital (the "Managed Care Committee"). The Managed Care Committee shall include one (1) member appointed by the President of UPA who shall have the right to be present at all negotiations with any managed care companies. The Managed Care Committee may appoint staff and advisors, as needed, to carry out such negotiations. All such contracts must be approved by a majority vote of an eleven (11) member reimbursement committee (the "Reimbursement Committee") consisting of six (6) members appointed by the President of UPA, three (3) appointed by the Dean and two (2) appointed by the President of UMDNJ. The Dean may veto a managed care contract that is approved by the Reimbursement Committee, which veto may be overridden by a vote of at least seven (7) members of the Reimbursement Committee. The Dean cannot approve a managed care contract that has been rejected by the Reimbursement Committee. The Dean may approve a managed care contract if the Reimbursement Committee fails to act on a managed care contract within sixty (60) days of written notice from the Dean. No NJMS clinical faculty member shall be compelled to enter into or provide any services pursuant to any managed care contract that is not approved by the Reimbursement Committee. NJMS clinical faculty must participate in all managed care contracts approved by the Reimbursement Committee, except that, upon application of any individual NJMS faculty member or a Department, the Reimbursement Committee may vote to allow individuals or Departments to opt out of a specific managed care contract. If the Reimbursement Committee votes against permitting an opt out, that decision may be appealed to the Dean, who may grant the opt out. All permitted opt outs must be reconsidered at least every two (2) years. Each managed care contract approved by the Reimbursement Committee and not vetoed by the Dean (unless the veto has been overridden as aforesaid), shall be signed by the Dean, on behalf of the NJMS clinical faculty. UPA shall administer the managed care agreements on behalf of the NJMS faculty. It also is the intention of the Parties that N.J. Med, P.C. shall have no role in future managed care contracting and that current managed care agreements should, as soon as practicable, be assigned to UMDNJ, acting through the Dean. At such time as the New Professional Corporation may be formed the Parties agree to discuss the possibility of that corporation signing the managed care contracts.

7. Communication.

- A. Monthly Meetings. UPA and UMDNJ shall each designate two (2) upper level management delegates to meet at least monthly, according to a predetermined calendar of meetings, to discuss matters of common concern, including, but not limited to: (i) billing and collection, (ii) compliance, (iii) Practice Support issues, (iv) taxation issues, and (v) strategic initiatives.
- B. Reports. In addition to the Monthly Schedule of Faculty Practice Revenues to be provided by UPA pursuant to Section 3.D, above, once each month UPA shall also provide to the CFO of UMDNJ and to the Dean, a report of all other Faculty Practice Revenues allocated, charged to and/or deposited in a UPA account (each an "Account"), for the Dean's Fund and each Department pursuant to Section V.C. of the Current Agreement. Such reporting shall incorporate the following principles: (i) "transparency" in the collection, use and reporting of Faculty Practice Revenues in the Accounts; (ii) written approval by the Dean or the respective chair of the

clinical Department for use of funds in an Account; and (iii) right of audit by UMDNJ of such Accounts. At least once annually, NJMS will provide UPA with a copy of its budget and review it with UPA's Executive Committee.

- C. Communication with UMDNJ Board. UPA shall be invited to the Board of Trustees of UMDNJ twice per year at regularly scheduled Board meetings to make presentations regarding the affiliation hereunder.

8. The Parties' Commitment.

- A. Sole Faculty Practice Plan. The Parties affirm and acknowledge that UPA is the sole faculty practice plan of NJMS. The Parties shall refrain from participating or acquiescing in any arrangements (whether by clinical Departments, individual physicians or groups, and whether contractual or otherwise) that would permit any billing, collection or other clinical income stream with respect to any performance or supervision of patient care services performed by any NJMS clinical faculty to occur outside of UPA (except in exceptional circumstances mutually agreed to by the Dean and UPA and to be reviewed and approved by them annually). NJMS shall identify all existing contracts and arrangements conducted outside of UPA and (i) cause the billing and/or revenue stream to be brought into UPA (or a corresponding amount paid or accounted to UPA by UMDNJ or NJMS), treating such revenues as Faculty Practice Revenues, and applying UPA's usual contractual taxation rate which excludes the billing and collection tax (unless UPA provides the billing services), and (ii) provide UPA with a copy of each such contract. With respect to any such proposed contracts, (x) UPA shall be provided a copy of each contract, (y) UPA shall have the right to provide comments to the Dean with respect thereto, and (z) with respect to any new contracts NJMS shall comply with subsection (i), above.
- B. Strategic Planning Initiatives. UMDNJ and NJMS shall seek UPA's input and shall include UPA in meetings and conferences concerning strategic planning with respect to clinical practice matters, and to explore possible geographic and functional expansions of the clinical practice of NJMS faculty, provided, however, that except as otherwise set forth in this Agreement (i) UMDNJ shall make all strategic planning decisions affecting UMDNJ and NJMS in its sole discretion; and (ii) the Parties shall maintain as confidential all strategic planning discussions and information provided to the other until such time as any such discussions and/or information have become public. UPA shall have a right of first refusal with respect to any new clinical practice ventures relating to NJMS clinical faculty. If UPA declines to participate in any such new ventures, UMDNJ and NJMS shall have the right to undertake the venture without UPA participation, but all billing and collections with respect to any such venture shall nevertheless be conducted through UPA, as provided herein.
- C. Conciliation and Cooperation. The Parties agree to communicate and cooperate for their mutual benefit, and shall jointly declare to NJMS clinical faculty their mutual intent to refrain from litigation, except that nothing herein shall preclude a Party from seeking to enforce the terms of this Memorandum.



9. Miscellaneous.

- A. Amendments. This Memorandum may be amended or modified only if the amendment or modification is in writing and executed by each of the Parties. However, if at any time the Hospital is no longer owned by UMDNJ, all references to the Hospital shall be deemed deleted, and the Parties shall conduct a review of the Performance Criteria in accordance with Section 2.C(ii), above.
- B. Notice. All notices required to be given, pursuant to this Memorandum shall be sent by overnight courier or by hand delivery as follows:

If to UMDNJ:

University of Medicine and Dentistry of New Jersey  
65 Bergen Street  
Newark, NJ 07101  
Att: President

With copies to NJMS:

UMDNJ - New Jersey Medical School  
185 South Orange Avenue  
Newark, NJ 07103-2714  
Att: Dean

and

University of Medicine and Dentistry of New Jersey  
65 Bergen Street  
Newark, NJ 07101  
Att: Senior Vice President and General Counsel

If to UPA:

University Physician Associates of New Jersey, Inc.  
30 Bergen Street  
Suite 1205  
Newark, NJ 07107  
Att: President

With a copy to:

University Physician Associates of New Jersey, Inc.  
30 Bergen Street  
Suite 1205  
Newark, NJ 07107  
Att: CEO

- C. Governing Law. This Memorandum shall be governed and construed and the rights and obligations of the Parties shall be determined in accordance with the laws of the State of New Jersey.
- D. Execution. This Memorandum may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one instrument.
- E. Force Majeure. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under the Current Agreement, as amended by this Memorandum, resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, wars, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes or flood. The Parties are required to use their respective and reasonable efforts to eliminate or minimize the effect of such events during performance hereunder.
- F. UMDNJ Board Approval. This Memorandum shall be effective after it has been duly executed by the Parties and approved by the Board of Directors of UPA and the Board of Trustees of UMDNJ.

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be signed below by their duly authorized corporate officers.

UNIVERSITY OF MEDICINE AND  
DENTISTRY OF NEW JERSEY

By: William F. Owen, Jr.  
William F. Owen, Jr., M.D.  
President

Date: 10/22, 2008

UNIVERSITY PHYSICIAN ASSOCIATES  
OF NEW JERSEY, INC.

By: Larry Frohmar  
Larry Frohmar, M.D.  
President

Date: Oct 15, 2008

NEW JERSEY MEDICAL SCHOOL

By: [Signature]  
Robert L. Johnson, M.D.  
Dean

Date: 10/27, 2008