

[REDACTED] Patrick F. O'Hary, M.D., P.C.
[REDACTED] 5 [REDACTED] Wilson Avenue
New York, NY 10021

August ____, 2018

[REDACTED] Robert M. Biscup, M.D.

Re: License and Services Agreement

Dear Dr. Biscup:

This letter agreement (the "Agreement") confirms our understanding whereby Patrick F. O'Hary, M.D., P.C. (the "Licensor") shall provide [REDACTED] Robert M. Biscup, M.D. ("Dr. Biscup") with the use of certain premises, equipment, and furniture.

1. License. The Licensor hereby grants a license to Dr. Biscup so that he may have use of the space set forth in Exhibit A annexed hereto (the "Premises") during the days and time periods set forth in such Exhibit C, and utilize the equipment, furniture and fixtures described on Exhibit B annexed hereto (collectively, the "Equipment") during the days and time periods set forth on Exhibit C annexed hereto, and Dr. Biscup agrees to license such Premises and Equipment from the Licensor in accordance with the terms hereof. Dr. Biscup shall solely provide orthopedic medical services at the Premises, it being understood and agreed that Dr. Biscup may not provide any services at the Premises which require the provision of general anesthesia. The Licensor shall make all arrangements for and pay all costs associated with the following utilities and related services necessary for the operation of Dr. Biscup's medical office at the Premises: electricity, hot and cold water, gas, local telephone (and related equipment), snow removal, waste (office and medical) collection and removal, and janitorial services, provided, however, Licensor shall charge back to Dr. Biscup a proportional amount (50%, unless separately metered, in which case charges will be directly as metered) of electric, telephone and IT related costs on a monthly basis. All of Dr. Biscup's medical, personnel and business records, including but not limited to patient names, patient lists, patient information, billing records, notes and records of the physicians of Dr. Biscup, proprietary, patented, trade secret and confidential information of Dr. Biscup or any of its employees, shall be and remain the sole property and/or be in the sole custody of Dr. Biscup and shall be subject to Dr. Biscup's control at all times.

This Agreement shall create the relationship of licensor and licensee and shall in no way be construed as a lease, partnership agreement or joint venture, nor shall this Agreement be construed in any manner so as to give Licensee the rights of a lessee or tenant of Licensor, but only a revocable exclusive license terminable as aforesaid. Except for the license conferred hereby, no leasehold interest or other right, title or interest in the land thereof shall be deemed to have been created in Licensee by anything contained therein.