

JOHAR AGREEMENT

## SHARED OFFICE SPACE AGREEMENT

THIS SHARED OFFICE SPACE AGREEMENT (the "Agreement") dated October 31, 2015 by and between Shift Integrative Medicine, Manager Member, with a medical and administrative office located at 95 University Place, 8<sup>th</sup> Floor, New York, NY, 10003 (the "Primary Lease Holder"), and KARAN JOHAR, MD, PLLC, (the "Office Mate") concerning a long-term office mate arrangement at the property described as medical office condominium at 95 University Place, 8<sup>th</sup> Floor, New York, NY 10003 (the "Leased Premises")

## WITNESSETH

WHEREAS, Shift Integrative Medicine has a PRIMARY LEASE (the "Existing Lease") to 95 University Place, 8<sup>th</sup> Floor, NEW YORK, NY 10003, and as the Primary Lease Holder it is desirous of sharing the Leased Premises with the Office Mate for a monthly rent; and Whereas the Office Mate is desirous of occupying the same for an agreed monthly rent as described elsewhere in this Agreement. Subject to the approval by the Primary Lease Holder, and further subject to a background check and other conditions as described below, the Primary Lease Holder agrees to accept the Office Mate in the shared space at the Leased Premises through the end of the "Term-End" as described in the Agreement as well to the end of the Existing Lease Term.

Now, THEREFORE, in consideration of goods and other valuable consideration, the parties hereto agree as follows:

**1. DEMISED PREMISES:**

The Office Mate will have access to the following spaces including: SHARED RECEPTION LOUNGE, TWO SHARED RECEPTION AREA SPACES FOR SECRETARIES, 3 SHARED WAITING ROOMS, SHARED CONSULTATION ROOM, 3 AVAILABLE SHARED EXAM ROOMS, SHARED AVAILABLE MD/OFFICE/ADMIN, SHARED AVAILABLE (STORAGE/SUPPLIES), SHARED AVAILABLE (C-ARM ROOM) AS OUTLINED IN LIGHT BLUE/GREEN/ORANGE IN "APPENDIX "A", together known as the "Demised Premises".

\*SEE ARTICLE A: 95 UNIVERSITY PLACE FLOOR PLAN.PDF

**2. USE & OCCUPANCY OF PROPERTY:**

Subject to the terms of this Agreement, the Demised Premises will serve as a primary medical and administrative office for the Primary Lease Holder as well as the Office Mate. The Primary Lease Holder acknowledges KARAN JOHAR, MD, PLLC, KARAN JOHAR, MD and any other employee or provider of KARAN JOHAR, MD, PLLC as an affiliated provider, secondary to a population subset of shared patients and shared resources or real-estate for conducting business. All physicians' credentials in KARAN JOHAR, MD, PLLC, are kept on file and may be audited periodically by the Primary Lease Holder.

**3. TERM OF THE AGREEMENT & NON-RENEWAL:**

A. It is acknowledged and agreed that the term of this Agreement, as well as the term of the Existing Lease, will end at MIDNIGHT ON DECEMBER 31, 2016 (the "Term End") with an option for the Office Mate to renew this Agreement for an additional term of 12 months starting on January 01, 2017 at \$6,000 (Six Thousand Dollars) per month rent, with opt-out policy valid only within the first year of this Agreement.