



GRAMERCY  
CARDIAC  
DIAGNOSTIC  
SERVICES, PC

## SPACE AND EQUIPMENT LICENSE AGREEMENT

Made as of the 21st day of September, 2014 (the "Start Date") between [REDACTED]ia [REDACTED]rt Care, P.L.L.C., having an office at 211-16 Union Turnpike, Jamaica, New York 11364 ("UHC") and Gramercy [REDACTED]ac [REDACTED]stic Services, P.C., a New York professional corporation having its principal office at 920 Broadway, Suite 600, New York, NY 10010 (the "PC").

UHC and PC may hereinafter be referred to individually as a "party" and collectively as the "parties".

Whereas UHC conducts a medical practice at [REDACTED] 16 [REDACTED]n [REDACTED]ike, Jamaica, New York 11364 (the "Office"); and

Whereas, PC desires to perform certain diagnostic services in the medical specialty of cardiology pursuant to the terms and conditions herein in the Office; and

Whereas, PC desires to: (i) license from UHC space within the Office, which space described in Schedule A (the "Space"); (ii) license from UHC certain equipment in the Space which equipment is described in Schedule B (the "Equipment") and (iii) in connection with the use of the space and Equipment utilize the services of certain employees of UHC in common with UHC as well as use certain common areas, common ancillary office equipment and supplies available at the Office; and

Whereas, UHC is willing to: (i) license the Space to the PC; (ii) license the Equipment to the PC; and (ii) provide said employees and common area use to the PC on the terms and conditions provided for in this Agreement;

Now, therefore, in consideration of the mutual covenants, representations and agreements herein set forth the parties agree as follows:

1. **Term of Agreement.** The effective date of this Agreement shall be October 1, 2014 (the "Effective Date"), and it shall continue in effect until one year from that date and shall continue thereafter until termination in accordance with paragraph 11 hereof.

2. **Equipment.**

(A) **Right to Use.** PC Acknowledges that it is being granted an exclusive license to use the Equipment in the Space including that described in Schedule B. PC shall have common use of the Equipment described in Schedule C and of one fax machine and copy machine (the "Ancillary Equipment") in the common areas, so long as the use by the PC of the Ancillary Equipment does not interfere with any of UHC's operations.

(B) **Use of Equipment.** UHC acknowledges that the Equipment shall be used exclusively by the PC, and UHC shall, not permit the use of the Equipment other than by PC and PC's physicians and staff. The PC shall have no right or property interest in the Equipment, except for the right to use it at the Space in the normal operation of its medical practice in accordance with the terms of this Agreement. The PC shall cause the Equipment and the ancillary equipment to be operated by competent and qualified personnel in accordance with any and all applicable manual instructions,