

## **ASSIGNMENT OF LEASE**

**THIS ASSIGNMENT OF LEASE** (this "Assignment") is made and entered into as of the 23<sup>th</sup> day of February, 2022, by and between, American Dental Partners of Virginia, LLC ("Assignor") and **HEARTLAND DENTAL, LLC**, a Delaware limited liability company ("Assignee").

### **W I T N E S S E T H:**

**WHEREAS**, Assignor, as tenant, and **PRIII Sunset Hills Virginia, LLC**, as landlord ("Landlord"), have entered into that certain lease dated February 3<sup>rd</sup>, 2021, a copy of which is attached hereto as Exhibit A (the "Lease"), demising certain premises located at 11107 Sunset Hills Road, Suite 111, Reston, VA 20190 (the "Premises");

**WHEREAS**, Assignor entered into that certain Asset Purchase Agreement by and between Assignor and Assignee dated as of **June 15<sup>th</sup>, 2021** (the "Asset Purchase Agreement"); and

**WHEREAS**, in connection with the closing of the transactions contemplated by the Asset Purchase Agreement (the "Closing"), Assignor desires to assign to Assignee the Lease and Assignee, subject to the terms and conditions hereinafter set forth, agrees to assume those obligations of Assignor set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby transfers, assigns, conveys and sells the Lease to Assignee, its successors and assigns, free and clear of all liens, sales, transfer or transaction taxes of any kind whatsoever, to have and to hold forever, including Assignor's right, title and interest to any security deposit held by Landlord on behalf of Assignor. Assignor will deliver possession of the Premises to Assignee on the date hereof.
2. Assignee hereby accepts the foregoing assignment. Pursuant to and in accordance with the terms of the Asset Purchase Agreement, Assignee hereby assumes the performance obligations under the Lease arising following the Closing (including any payment obligation that first becomes due and payable following the Closing and does not constitute either a current trade payable or other current liability of Assignor); provided that, Assignee shall not assume any such obligations arising as a result of any pre-Closing breach of the Lease or any pre-Closing violation of law, breach of warranty, tort or infringement, nor shall Assignee assume any other obligation or liability.
3. Assignor agrees that the assumption by Assignee of the obligations herein provided is not intended by the parties to expand the rights or remedies of any third party against Assignee as compared to the rights and remedies which such third party would have had if the transactions contemplated by the Asset Purchase Agreement had not been consummated.
4. Assignor hereby covenants and agrees that it will, at the request of Assignee or its successors or assigns, and without further consideration, execute and deliver such other instruments of transfer, assignment, conveyance and sale, and take such other action, as may be necessary to more

effectively transfer, assign, convey and sell to, and vest in, Assignee, its successors and assigns, the Lease hereby transferred, assigned, conveyed and sold, or intended so to be, and to put Assignee in actual possession and control of the Premises, and to carry out the purpose and intent of this Assignment.

5. This Assignment shall be construed and interpreted, and the rights of the parties determined, in accordance with the laws of the State of Virginia. Each party submits to the exclusive jurisdiction of any state or federal court sitting in Virginia in any action or proceeding arising out of or relating to this Assignment and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding against the other party arising out of or relating to this Assignment in any other court.

6. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

7. The terms of this Assignment cannot be altered, amended, modified or terminated except by a writing signed by the parties hereto.

8. Any failure of the parties hereto to comply with any obligation, covenant, agreement or condition contained herein may be waived in writing by the party entitled to the benefit thereof. The failure of any party hereto to enforce at any time any provision of this Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Assignment shall be held to constitute a waiver of any other or subsequent breach.

9. The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provision of this Assignment, which shall remain in full force and effect.

10. This Assignment may be executed in two counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment of Lease to be executed as of the day and year first above written.

**ASSIGNOR:**

**American Dental Partners of Virginia, LLC**

By: Michael J Anderson

Name: Michael J Anderson

**ASSIGNEE:**

**HEARTLAND DENTAL, LLC, a Delaware limited liability corporation**

By: JN

Name: Jacob Niebrugge