

CONSENT TO ASSIGNMENT AGREEMENT

THIS CONSENT TO ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of _____, 2022 (the "Effective Date"), by and among **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company ("Landlord"), **AMERICAN DENTAL PARTNERS OF VIRGINIA, LLC**, a Delaware limited liability company ("Assignor"), and **HEARTLAND DENTAL, LLC**, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Landlord and Assignor are parties to that certain Deed of Lease dated as of February 3, , 2021 (as amended or otherwise modified, the "Lease"), pursuant to which Landlord has leased to Assignor that certain premises containing approximately 8,778 square feet known as Suite 111 (the "Premises") of the building located at 11107 Sunset Hills Road, Reston, Virginia (the "Building"). Initially capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the Lease; and

WHEREAS, Assignor desires to transfer and assign all of Assignor's right, interest, and obligation as the tenant in and under the Lease to Assignee, and Assignee desires to accept and assume all of Assignor's right, interest, and obligation as the tenant in and under the Lease from Assignor, effective as of the Effective Date; and

WHEREAS, Section 11(a) of the Lease requires Landlord's consent to any purported assignment of the Lease, and Landlord is willing to consent to the assignment from Assignor to Assignee referenced herein, and to release Assignor from liability accruing under the Lease from and after such assignment, upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby consents to the aforementioned assignment of the Lease from Assignor to Assignee, subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by Assignor and Assignee:

1. Assignment and Acceptance. Pursuant to that certain Assignment of Lease of even date herewith between Assignor and Assignee (the "Assignment"), a copy of which is attached hereto as **Exhibit A**, Assignor has transferred and assigned to Assignee all of Assignor's right, title, and interest in, under, and to the Lease effective as of the Effective Date. Assignee accepted the assignment granted therein, and assumed and agreed to make all payments of Rent and other charges due and payable under the Lease in accordance with the terms and provisions thereof, and further assumed and agreed to perform all other obligations of the tenant under the Lease.

2. Effective Date Allocations. Without limiting the obligations of Assignor or Assignee hereunder or under the Assignment, as between Assignor and Assignee, all obligations under the Lease arising, accruing, or relating to the period before the Effective Date shall be allocated to Assignor, and all obligations under the Lease arising, accruing, or relating to the period from and after the Effective Date shall be allocated to Assignee.

3. Release. Notwithstanding such assignment or anything in the Lease to the contrary, and provided that Landlord has received a executed originals of this Agreement from Assignor and Assignee, and subject to performance by Assignor and Assignee of their respective obligations hereunder, then Assignor shall be released from any and all liability accruing under the Lease from and after the Effective Date hereof, and in no event shall Assignor have any liability whatsoever for obligations of the tenant accruing under the Lease from and after the Effective Date and/or any failure of Assignee to comply with the terms and provisions of the Lease from and after the Effective Date, nor shall Assignor have any liability for restoration or repair of the Premises, or the removal of any alterations, improvements, fixtures, or other installations therein, all of which shall be the sole responsibility of Assignee from and after the Effective Date.

4. Representations. Assignor hereby represents and warrants that Assignor (a) has full power and authority to assign the Lease to Assignee, (b) has not transferred or conveyed its interest in the Lease to any person or entity collaterally or otherwise, and (c) has full power and authority to enter into this Agreement. Assignee hereby represents and warrants that Assignee has full power and authority to enter into this Agreement.

5. No Transfer. Assignee shall make no further assignment of the Lease or sublease of the Premises, or any portion thereof, nor shall Assignee mortgage, pledge, or hypothecate the Lease, without Landlord's prior written consent in each instance, which Landlord may grant or withhold in accordance with the terms and provisions of the Lease.

6. Lease. In no event shall this Agreement be construed as granting or conferring upon the Assignor or the Assignee any greater rights than those contained in the Lease nor shall there be any diminution of the rights and privileges of the Landlord under the Lease, nor shall the Lease be deemed modified in any respect. The Lease shall remain in full force and effect without modification, and nothing contained herein shall be deemed to supersede or waive any of the terms, covenants, or conditions of the Lease.

7. Security Deposit. Pursuant to Section 2(c) of the Lease, Landlord is currently holding a cash deposit in the amount of Eleven Thousand Seven Hundred Four and 00/100 Dollars (\$11,704.00) (the "Security Deposit") as security for performance of the tenant's obligations under the Lease. Assignor and Assignee agree that, notwithstanding the assignment of the Lease to Assignee, Landlord shall continue to hold the Security Deposit in accordance with the terms and provisions of the Lease.

8. Landlord's Fees. In consideration of Landlord's agreement to consent to the Assignment and to release Assignor as provided herein, Assignor agrees to pay Landlord the amount of Two Thousand Dollars (\$2,000.00) administrative fee as provided in Section 11(g) of the Lease, plus Landlord's reasonable attorneys' and paralegal fees and costs incurred by Landlord in connection herewith. Assignor shall pay such amount to Landlord no later than five (5) days after the Effective Date.

9. Notice. All notices to be given by one party to another under this Agreement shall be in writing and shall be sent in accordance with the terms of the Lease and directed to the addresses set forth in the Lease, provided Assignor confirms its current notice address is as follows:

American Dental Partners of Virginia
401 Edgewater Place, Suite 430
Wakefield, Massachusetts 01880
Attention: Lease Administration

Assignee's notice address shall be as follows:

Heartland Dental, LLC
Attn: Lease Administration
1200 Network Centre Drive
Effingham, IL 62401
Email: rent@heartland.com

10. Miscellaneous. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless in writing signed by all of the parties hereto. This Agreement constitutes the entire agreement between the parties hereto. Capitalized terms used in this Consent and not otherwise defined herein shall have the same meaning ascribed thereto as provided in the Lease.

11. Counterparts. This Agreement may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties.

12. Electronic Signatures. Signatures to this Agreement transmitted by telecopy or by e-mail transmittal of pdf files or similar electronic means shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or e-mailed signature and shall accept the telecopied or e-mailed signature of the other party to this Agreement.

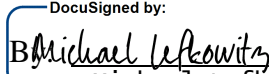
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IN WITNESS WHEREOF, Landlord, Assignor and Assignee have executed this Agreement as of the date first set forth above.

LANDLORD:

PRIII SUNSET HILLS VIRGINIA LLC,
a Delaware limited liability company

By: Penzance Management LLC, a Delaware limited liability company, property management agent for Landlord

DocuSigned by:

By: Michael Lefkowitz
Name: Michael Lefkowitz
Title: Authorized Signatory

ASSIGNOR:

AMERICAN DENTAL PARTNERS OF VIRINIA, LLC, a Delaware limited liability company


By: Michael J Anderson
Name: Michael J Anderson
Title: COO

ASSIGNEE:

HEARTLAND DENTAL, LLC, a Delaware limited liability company



By: Jacob Niebrugge
Name: Jacob Niebrugge
Title: VP - Development

EXHIBIT A
ASSIGNMENT

See attached.

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (this "Assignment") is made and entered into as of the 14th day of February, 2022, by and between, American Dental Partners of Virginia, LLC ("Assignor") and **HEARTLAND DENTAL, LLC**, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor, as tenant, and **PRIII Sunset Hills Virginia, LLC**, as landlord ("Landlord"), have entered into that certain lease dated February 3rd, 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 15th, 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