

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE (the "Agreement") entered into February 14, 2022, is by and between THE LAKEWOOD GROUP, LLC, (hereinafter referred to as "Landlord"), and MEDFORD SPORTS INJURY & THERAPY CENTER, INC, an Oregon corporation (hereinafter collectively referred to as "Assignor"), and Therapeutic Associates, Inc., a California corporation (hereinafter referred to as "Assignee").

RECITALS

A. Assignor and Landlord are parties to that certain Lease, dated January 16, 2002, and Lease Amendment dated July 1, 2004, and Second Amendment dated January 1, 2010, and Third Amendment dated February 8, 2012, and Fourth Amendment dated February 20, 2014, and Fifth Amendment dated January 28, 2016, and Sixth Amendment dated January 31, 2018, and Seventh Amendment dated January 30, 2020 (the "Lease"), known as 7336 Crater Lake Hwy, White City, Oregon and 3,045 square-foot (the "Premises").

B. Assignee is acquiring Assignor pursuant to a separate agreement (the "Acquisition").

C. Assignor wishes to assign, and Assignee wishes to assume, all of Assignor's right, title, and interest in and to the Lease, effective on the closing of the Acquisition (the "Effective Date"), or February 14, 2022. Landlord has agreed to consent to the assignment and assumption of the Lease on the terms and subject to the conditions described in this Agreement.

D. Landlord and Assignee desire to make certain amendments to the Lease as described below.

AGREEMENT

The parties agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Lease.

2. Assignment. As of the Effective Date, Assignor hereby grants, transfers, conveys, assigns, sets over and delegates to Assignee all of Assignor's right, title, obligations and interest in, to and under the Lease, including, without limitation, any obligations upon expiration or earlier termination of the Lease, Assignor's interest, if any, in improvements to or in the Premises, (the "Tenant Obligations").

3. Assumption. Assignee hereby accepts the assignment hereunder, agrees to assume all of the obligations of Assignor under or pursuant to the Lease, including, without limitation, the Tenant Obligations, and agrees to perform and observe all of the covenants, agreements, conditions and other provisions of the Lease to be observed and performed on the part of Assignor thereunder. Assignor will deliver the Premises and Assignee will accept the Premises in its present "as is" condition on the Effective Date.

4. Landlord's Consent. Landlord hereby consents to the assignment of the Lease by Assignor to Assignee

5. Lease Amendments. From and after the Effective Date, the Lease is amended as follows:

5.1. Tenant Name and Address. The Tenant is "Therapeutic Associates, Inc." and Tenant's address for notice is 20829 72nd Avenue S, Suite 710, Kent, WA 98032. Monthly billing statements and operating expense information are to be emailed to ap@taipt.com.

6. Ratification; Conflicts. Except as expressly set forth in this Agreement, the Lease shall continue in full force and effect in accordance with its terms. Any terms in this Agreement that contradict terms in the Lease shall supersede the terms in the Lease.

7. Effect of Agreement. The assignment in Section 2 relates solely to the assignment of the Lease to Assignee and not to any other or future assignment of the Lease or any other matter requiring Landlord's consent or approval under the Lease, except as expressly set forth herein. Except as otherwise expressly stated in this Agreement, nothing contained herein shall be construed to modify, waive or affect any of the provisions, covenants or conditions of the Lease or to waive any breach thereof or any rights of Landlord thereunder.

8. Miscellaneous.

9.1 Successors. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

9.2 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Oregon, without giving effect to principles of conflicts of law.

9.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(Signature pages follow)

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

LANDLORD:

WHITE CITY DEVELOPMENT, an Oregon
general partnership, dba THE LAKEWOOD
GROUP

DocuSigned by:

David Wright

Agent for Owner

By 3014D1734B8...

Date: 2/18/2022 | 7:45 AM PST

SIGNATURE PAGE TO ASSIGNMENT OF LEASE

ASSIGNOR:

MEDFORD SPORTS INJURY & THERAPY CENTER, INC., an Oregon Corporation

A handwritten signature in black ink, appearing to read "Steve Zerkel", is written over a horizontal line.

By: Steve Zerkel, President

Date: 2-1-23

ASSIGNEE:

Therapeutic Associates, Inc., a California Corporation

A handwritten signature in black ink, appearing to read "Tamara Chak", is written over a horizontal line.

By: Tamara Chak, CFO

Date: 2-1-2022