

### CONSENT TO ASSIGNMENT

This Consent to Assignment is executed as of this \_\_\_\_ day of December, 2022 (the "Effective Date"), by and between City of Sheboygan, a Wisconsin municipal corporation ("Client"), Healics Clinics, Inc., a Wisconsin corporation ("Assignor"), and SolidaritUS Health, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Client and Assignor entered into that certain SERVICES AGREEMENT dated as of January 1, 2022 (the "Services Agreement");

**WHEREAS**, Assignor is selling its existing clinic business, clinic related assets and operations in the State of Wisconsin to Assignee (the "Asset Purchase");

**WHEREAS**, as part of such Asset Purchase, Assignor desires to assign and Assignee desires to assume prospectively all rights, duties and obligations of the Services Agreement effective as of the Closing Date of the Asset Purchase, currently projected to be as of December 30, 2022 (the "APA Closing");

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Client hereby certifies and confirms to the best of its knowledge:
  - a. the Services Agreement is in full force and effect, has not been modified, amended or otherwise altered, except as provided for under Paragraph 3 hereof, and to the best knowledge of Client has not been previously transferred, assigned or encumbered;
  - b. there is no uncured default, or event of default by Assignor that exists or is threatened under the Services Agreement; and
  - c. there is no known or threatened claim, complaint, charge, demand, obligation or cause of action by any third party or the Client arising from or related to the Services Agreement or the services rendered by Assignor thereunder up until and including the Effective Date of this Agreement.
2. Assignor hereby assigns to Assignee and Assignee hereby accepts such assignment and assumes and agrees to be bound by all the rights, duties, obligations and liabilities that accrue under the Services Agreement on and after the APA Closing, such assignment being effective only as of the APA Closing unless the Client and Assignee agree otherwise pursuant to Paragraph 3 hereof.
3. Client hereby consents to the assignment of the Services Agreement by the Assignor to the Assignee, provided, however, such consent is conditioned upon the Client and Assignee concluding their good faith negotiations of mutually acceptable modifications to the terms and conditions of the Services Agreement for the 2023 calendar year period contemporaneously with the APA Closing, unless the APA Closing is permitted to proceed and the period for such agreement is extended by mutual agreement of the Client and Assignee.

In witness whereof, the Parties have caused this Consent to Assignment to be executed as of the date written above.

|                   |                          |                         |
|-------------------|--------------------------|-------------------------|
| City of Sheboygan | Healics Clinics, Inc.    | SolidaritUS Health, Inc |
| By: _____         | By: _____                | By: _____               |
| Name: _____       | Name: Lana Sanders, M.D. | Name: _____             |
| Title: _____      | Title: President         | Title: _____            |